

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR HARBOR ENGINEER
HALCROW, INC.**

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Halcrow, Inc. (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the engineering services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6 and P-8 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of July 29, 2008 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform), and Form P-2 (Work Plan), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief Deputy. The Chief Deputy of the Department.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Contract Administrator (CA). The Chief, Planning Division or a designated representative.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

Contract Year. The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued March 4, 2008.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under written agreement.

Work Order. An agreement, subordinate to the Contract, incorporating all of its terms and conditions, by which the Contractor is authorized to perform specific tasks outlined in the Description of Work. See Exhibit 1.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall be three consecutive years commencing on the later of July 29, 2008 or the date of approval of the Contract by the Board of Supervisors.

1.3.2 Two One-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two

one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Should the Contractor fail to accept or decline the Director's offer in writing before the expiration date of the Contract term or optional Contract Year or within 30 days, whichever is earlier, the offer shall be deemed revoked.

1.3.3 Extension to Complete Work Order.

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete a Work Order approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy.

1.3.4 Survival of Obligations. Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during any Contract year for harbor engineering services among all Contractors shall not exceed \$200,000. The County may, for non-storm related projects, at its discretion expend any portion, all or none of that amount. However, aggregate annual payments for harbor engineering services may exceed the aforementioned \$200,000 to the extent that a lessee or other third party is obligated to reimburse the County for its harbor engineering expenses.

In addition, for storm-related projects, the County may at its discretion expend an amount not to exceed \$2,380,000. These funds are primarily reimbursable from the Federal

Emergency Services, and General Fund resources, including net County cost provided in the Capital Projects/Refurbishments and Extraordinary Maintenance Budgets.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the \$200,000 sum referenced in Section 1.4.1 which is not subject to reimbursement from lessees or other third parties by up to 20 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Compensation Payable Only Under Work Order at Quoted Hourly Rates. Notwithstanding any other provisions of this Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of a Work Order (Exhibit 1) issued under the Contract and executed by the Director or the Chief Deputy Director. Compensation for all work under a Work Order shall be at Contractor's employee hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 3.1. Except for equipment usage as specified in Form P-1, subcontractors as specified in Section 3.23, or extraordinary expenses pre-approved by the Director or authorized representative, there are no other reimbursable expenses under this Contract.

1.4.4 Increase in Maximum Compensation Under Work Order. The Director may approve an increase in the maximum compensation specified in a Work Order should he find that the project will require additional hours, an increase in staffing, or other cause to do so. An increase in the maximum compensation specified in a Work Order shall not increase the Contractor's hourly rate(s) of compensation. Approval of an increase in the maximum compensation specified in a Work Order shall be effective only if executed in writing by the Director or Chief Deputy, who shall state the reason for the increase.

1.4.5 Extension of Time to Complete Work Order. Approval of an extension of time to completion of a Work Order shall be effective only if executed in writing by the Director or Chief Deputy.

1.4.6 Contractor's Invoice Procedures.

1.4.6.1 The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payment. Invoices shall identify the Contract number and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work performed, type of work performed, person performing the work, hourly rate for such person, and other information necessary to calculate the payment for the work.

1.4.6.2 If the Work Order requires delivery of a report or other written product, fifty percent of all amounts due under the Work Order shall be withheld until receipt and acceptance by the CA of the report or other matter. The Contractor's monthly invoice shall show the amount earned subject to such withholding, the deduction for the amount to be withheld, and the net amount currently payable by the County.

1.4.6.3 Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

1.4.6.4 Upon completion of the reports or other deliverable items identified in the Work Order, the Contractor shall deliver them with an invoice for the amounts withheld pending their receipt and acceptance. Upon their receipt and approval by the CA, the County shall pay the amounts withheld, provided that the County's maximum obligation for the Work Order is not exceeded. Approval or rejection of reports and other deliverable items identified in the Work Order shall not be unreasonably withheld and shall not exceed four weeks from the date of their receipt by the County.

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PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Contractor Expenses. Except as provided in Form P-1 or authorized in Section 1.4.3, the Contractor shall at its own expense provide all labor, equipment, maintenance, materials, supplies, licenses, registration, data systems, transportation, meals, lodging, services, and expenses required for the performance of the Contract.

2.1.3 Contractor's Office. The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail.

2.1.4 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during the Department's regular business hours. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.5 Personal Services of Designated Persons Required. In agreeing to engage the Contractor, the County has relied on the Contractor's representation that the individuals identified in the Contractor's Proposal will personally perform the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally

qualified professional for an individual named in the Proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

2.1.6 Contractor to Maintain CAD Files. The Contractor shall maintain any computer-assisted drafting (CAD) files and other drafting documents prepared for the Department and shall deliver copies of the files and documents to the Department in the desired file format upon the Contract Administrator's request.

2.1.7 Contractor to Make Semi-Monthly Reports. The Contractor shall report to the Contract Administrator on a semi-monthly basis in writing, describing the services rendered and matters delivered during the period, the charges for the services rendered, the balance of funds remaining under the Work Order and the Contract, and any facts which may jeopardize the completion of the project or any intermediate deadlines.

2.1.8 Contractor to Prepare Final Project Report. When required by the Work Order, the Contractor shall prepare a final written report upon completion of the assigned work summarizing the Contractor's findings, recommendations, plans, and designs in accordance with the Contract Administrator's instructions.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR). The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to each Work Order and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the Contractor's Representative.

2.2.2 Engineers. Contractor shall provide the professional services of the civil engineers,

structural engineers, harbor engineers, and project managers identified in the Contractor's Proposal.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Chief, Planning Division shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

2.2.3.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SERVICES TO BE PROVIDED

The Contractor's services shall include, but are not limited to the following:

- Provide professional engineering services and consultation as required to support the planning, facilities, and executive staff of the Department of Beaches and Harbors;
- Review development proposals, engineering drawings, and architectural plans and furnish advice on the feasibility and impact of the proposals;
- Review plans and specifications for proposed construction and repair;
- Evaluate plans and designs for proposed County facilities in Marina del Rey and on County-operated beaches;
- Provide construction management services for capital and refurbishment projects in Marina del Rey and on County-operated beaches;
- Review engineering technical documents;

- Prepare design drawings for smaller projects;
- Design co-owned shoreside structures;
- Review and update minimum standards for Marina construction;
- Evaluate and analyze structures built over water;
- Evaluate and analyze all maritime activities such as docking, maneuverability and design of docks, floats, and gangways;
- Review navigation and boating circulation within Marina del Rey and recommend changes;
- Review proposals, plans, and specifications for harbor dredging;
- Estimate costs and prepare construction budgets;
- Evaluate dock repairs, modifications, and improvements by lessees;
- Review proposals, plans, and specifications for beach sand replenishment;
- Review proposals, plans, and specifications for construction or repair of beach infrastructure, including revetments, groins, jetties, piers, and the like;
- Provide professional support as required for Departmental presentations to Beach Commission, Small Craft Harbor Commission, Design Control Board, Regional Planning Commission, Los Angeles County Board of Supervisors, California Coastal Commission, and other bodies;
- Upon reasonable notice, appear at such times and places as County may require to provide consulting services;
- Provide a structural engineering inspection of waterside improvements in Marina del Rey when directed by the CA;
- Provide a structural engineering inspection and an inspection report with respect to any possible structural deficiency of landside and waterside improvements;

- Perform other duties as required by the Director.

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 Applicable Professional Standards to be Followed. The Contractor and its professional staff shall exercise independent judgment and complete each assignment in accordance with the professional standards of ethics and competence which apply to the engineering profession and engineering specialty.

2.4.5 Contractor to Maintain Professional Registration. The Contractor shall maintain his or her California civil engineer registration throughout the term of the Contract and any extension period and shall inform the

Department in writing immediately upon the suspension, revocation, lapse, or other loss of professional registration. Such suspension, revocation, lapse, or other loss of professional registration shall be deemed a material breach of the Contract and shall be grounds for termination of the Contract pursuant to Section 3.16.

2.4.6 Conflicts of Interest. Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment.

All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

2.4.7 Other Standards to be Followed.

2.4.7.1 Contractor shall meet deadlines set by CA.

2.4.7.2 Drawings shall appear clean, well-executed, and professionally prepared.

2.4.7.3 Reports required by the Contract or any Work Order shall be completed on time.

2.4.7.4 Contractor's employees shall appear on time for meetings and presentations and conduct themselves professionally.

2.4.7.5 Hourly services shall be accurately reported.

2.4.7.6 Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 2.1.4.

2.4.7.7 Insurance shall never be allowed to lapse. Proof of insurance shall comply with Contract requirements in all respects, including but not limited to state authorization of insurer, presence of each required coverage, and policy limits.

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PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination

under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of

insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Rating. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance

coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence;
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract;
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA; and
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements. The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

- General Aggregate: \$2 million
- Products/Completed Operations Aggregate: \$1 million
- Personal & Advertising Injury: \$1 million
- Each Occurrence: \$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability Insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

- Each Accident: \$1 million
- Disease – policy limit: \$1 million
- Disease – each employee: \$1 million

3.9.8.4 Professional Liability. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period

commencing upon termination or cancellation of this Contract.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the

Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by

the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this section, which amount may include a reasonable allowance for profit on the Contract work that has been performed and has not been paid, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor in respect to the termination under this section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contract's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract

without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a

prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, renewals and other modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of

the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the

County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County Child Support Services Department will supply Contractor with the poster to be used.

3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.32.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-8, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.33.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the

Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

3.33.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.33.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.33.7 If the Contractor has been debarred for a period longer than five years, the Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

3.33.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.33.9 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the

federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 2).

3.35 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on all work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM

3.36.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.36.2 Written Employee Jury Service Program.

3.36.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.36.2.2 For purposes of this section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by

the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.36.2.4 Contractor's violation of this section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

3.37 SAFELY SURRENDERED BABY LAW.

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The

fact sheet is set forth in Exhibit 3 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.37.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law. The Contractor acknowledges that the County places high priority on the implementation of the Saely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all

such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year first written above.

Halcrow, Inc.

By _____
Warren Stewart, Sr. Vice President

By _____
Chair, Board of Supervisors

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year first written above.

Halcrow, Inc.

By 
Warren Stewart, Sr. Vice President

By _____
Chair, Board of Supervisors

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy

HALCROW, INC.
TECHNICAL PERSONNEL
BILLING RATE SCHEDULE

<u>Classification</u>	Hourly Rate
Senior Vice President I	\$285
Senior Vice President II	\$308
Senior Vice President III	\$333
Vice President I	\$228
Vice President II	\$246
Vice President III	\$266
Senior Principal Engineer I	\$195
Senior Principal Engineer II	\$211
Senior Principal Engineer III	\$228
Principal Engineer I	\$170
Principal Engineer II	\$184
Principal Engineer III	\$199
Senior Engineer I	\$130
Senior Engineer II	\$140
Senior Engineer III	\$151
Engineer I	\$110
Engineer II	\$119
Engineer III	\$129
Tech Designer I	\$109
Tech Designer II	\$118
Tech Designer III	\$127
CAD Operator I	\$95
CAD Operator II	\$103
CAD Operator III	\$111
Principal Diver I	\$170
Principal Diver II	\$184
Principal Diver III	\$199
P.E. Diver I	\$137
P.E. Diver II	\$148
P.E. Diver III	\$160
Tech Diver I	\$115
Tech Diver II	\$124
Tech Diver III	\$134
Technical Assistant I	\$95
Technical Assistant II	\$103
Technical Assistant III	\$111
Administrative Assistant I	\$70
Administrative Assistant II	\$76
Administrative Assistant III	\$82

HALCROW, INC.
INSPECTION AND TESTING EQUIPEMENT
BILLING RATE SCHEDULE

Type of Equipment	Daily Rate	Weekly Rate
Diving Station: (Surface-Supplied Air Equipment with Superlite Helmet, Control Station, Hardwire Communications, Compressor Volume Tank(s), Umbilicals, Wet and Dry Suits, U/W Dive Lights, Weights, Bailout Bottle & Harness, Stand-By Diver System, and Peripherals)	\$250	\$1,070
SCUBA Dive Station: (Two Complete SCUBA Systems to Include: Buoyancy Compensators, 6-80 cf Cylinders, Wet and Dry Suits, Weights, Masks, Regulators, Independent Secondary Air Source, Safety Lines, and Peripherals)	\$160	\$680
Underwater Nikonos Still Camera System With Clearwater Box(es)	\$75	\$320
Underwater Digital Still Camera System With Clearwater Box(es)	\$75	\$320
Underwater CCTV Video System W/Topside Monitor And Recorder	\$290	\$1,240
U/W Camcorder Video System In Housing	\$140	\$600
Underwater Camcorder Digital Video System With Clearwater Box	\$185	\$790
Above Water Digital Camera	\$29	\$130
Bathycorrometer	\$148	\$630
Ultrasonic Thickness Meter	\$79	\$340
32 - 38 ft Dive Vessel	\$435	\$1,850
25' Dive Vessel	\$400	\$1,700
18' - 20' Dive Boat	\$260	\$1,110
12' - 15' Boat W/Outboard Motor	\$95	\$410
Dive Van	\$110	\$470

HALCROW, INC.
INSPECTION AND TESTING EQUIPEMENT
BILLING RATE SCHEDULE
(CONTINUED)

Type of Equipment	Daily Rate	Weekly Rate
Fathometer	\$210	\$900
Generator	\$42	\$180
Differential GPS Unit	\$185	\$790
Hydrographic Survey Package	\$490	\$2,090
Compressor For Pneumatic Tools And Dive Support Operations - Up to 65 CFM	\$85	\$370
Airlift Excavator	\$55	\$240
Hydraulic Power Pack, Up To 10 GPM @ 2000 psi	\$210	\$900
Hydraulic Tool Hose, Up to 200 Ft Length	\$38	\$170
Hydraulic Tools - Drill / Saw / Impact / Wrench / Etc.	\$80	\$340
Dissolved Oxygen Testing Equipment	\$145	\$620
Concrete Coring Package	\$315	\$1,340
Timber Coring Package	\$315	\$1,340
Jet Probe System	\$95	\$410
Field Laptop Computer	\$65	\$280

The Inspection and Testing Billing Rate Schedule is subject to the following conditions:

1. Price sheet does not include replacement of consumable parts such as drill bits, which will be billed at cost.
2. After three consecutive days of equipment use the weekly rate becomes applicable for up to seven days of consecutive use.
3. Daily and weekly rates for each type of equipment will be escalated by a factor of 5% for each subsequent year.

WORK PLAN

1. **STAFFING PLAN:** Provide the requested information about engineers, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Stacey Jones	Prime	Sr. Vice President	Contract Approval
Warren Stewart	Prime	Contractor's Representative	Project Manager and QA/QC
John Schock	Prime	Harbor Engineer	Marina Design and QA/QC
Rob Andrews	Prime	Lead Civil Engineer	Civil Engineering
Minden Chan	Prime	Lead Coastal Engineer	Sediment Transport, Water Quality and Quality Modelling
Patrick Daniell	Prime	Lead Electrical Engineer	Electrical Engineering / Cathodic Protection

2. **PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION:** Owned by a private trust & employee shareholders

Officers: Michael Della Rocca, President Helga Junold, Secretary Colleen Brennan, Treasurer

3. **IDENTIFY PARTNERS/SUBCONSULTANTS:**

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
Allen Yourman	Diaz Yourman Assoc.	Subconsultant	Geotechnical	1616 E. 17th Street Santa Ana, CA 92705	(714) 245-2920

WORK PLAN

1. STAFFING PLAN: Provide the requested information about engineers, key employees and subconsultants. Attach all resumes.

Name	Relationship to Proposer	Job Title	Responsibilities
Bill White	Prime	Lead Mechanical Engineer	Mechanical Engineering
Randy Merry	Prime	Lead Engineer-Diver	Diving Inspection
Steve Hardy	Prime	Lead Structural Engineer	Structural Engineering
Allen Yourman	Subconsultant	Lead Geotechnical Engineer	Geotechnical Engineering

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION: _____

3. IDENTIFY PARTNERS/SUBCONSULTANTS:

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone

4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Stacey Jones	Civil Engineer	C39646
Warren Stewart	Civil Engineer / Structural Engineer	C41358 / S3066
John Schock	Civil Engineer	C35420

5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK:**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please to address the following items:

- a. How the Proposer will perform the Contract work. A Narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;
- b. Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies;
- c. Proposer's ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities; and
- d. Proposer's ability to provide professional quality engineering drawings and other work product.

Signature: 

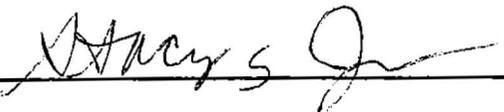
4. **LICENSES:** List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Rob Andrews	Civil Engineer	C45405
Steve Hardy	Civil Engineer / Structural Engineer	C26219 / S2432
Allen Yourman	Civil Engineer / Geotechnical Engineer	C32364 / GE925

5. **STATEMENT OF APPROACH TO THE SCOPE OF WORK:**

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please to address the following items:

- a. How the Proposer will perform the Contract work. A Narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;
- b. Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies;
- c. Proposer's ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities; and
- d. Proposer's ability to provide professional quality engineering drawings and other work product.

Signature: 

4. LICENSES: List staff who hold licenses or registration required by California state law or relevant to performance of the work:

Name	License	License Number
Randy Merry	Mechanical Engineer	M30818
Patrick Daniell	Electrical Engineer	E15085

5. STATEMENT OF APPROACH TO THE SCOPE OF WORK:

Please attach a complete description of the approach your firm will take with respect to the Scope of Work identified in the RFP. Please to address the following items:

- a. How the Proposer will perform the Contract work. A Narrative discussion of the Proposer's approach to various kinds of consulting assignments and County requirements;
- b. Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies;
- c. Proposer's ability to provide licensed professional advice and civil and structural engineering services with special emphasis on engineering of marine facilities; and
- d. Proposer's ability to provide professional quality engineering drawings and other work product.

Signature: 

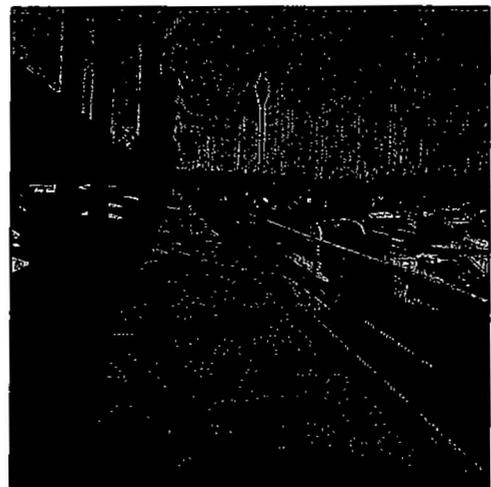
Section 2

Approach to Perform Contract Work

Project Understanding

The Los Angeles County Department of Beaches and Harbors is seeking one or more qualified contractor(s) with experience in coastal engineering projects to provide consulting and engineering services. The selected contractor(s) should have a staff of registered civil and structural engineers qualified to perform assignments such as preparing engineering drawings, reviewing engineering documents, inspecting marine facilities, and designing engineered structures. The contractor(s) will work with Department staff and other contractors on various projects within the Marina del Rey Small Craft Harbor and on various beaches within the County operated by the Department.

The marina area contains a number of waterside public and private improvements which require structural inspection and occasional repair. Although the County has leased a substantial portion of the harbor to private developers, it has retained control over limited portions of the harbor for public safety, waterfront access, and operational facilities. Some of the marina facilities that may require harbor engineering services include seawalls, public beach, parks, roads, parking lots, boat storage yard, signs, library, administration buildings within the harbor, and the submerged areas inside the main channel. Additional marina facilities that may be encountered include recreational piers, floating docks, piles, gangways, bridges, breakwaters, promenades, boat launches, channel and turning basin dredging.



The beach area consists of 21 beaches, and other coastal areas along approximately 30-miles of the County's coastline – including county, state, and city beaches. The beach areas are subject to considerable wave and wind forces. Beach facilities that may require engineering services include revetments, groins, jetties, piers, and other coastal infrastructure subject to tidal and wave actions. Other beach facilities include restrooms, maintenance yards, parking lots, retaining walls, pedestrian bridges, bike paths, life guard towers, picnic areas, and other support facilities. In addition to the facilities listed above, the beach area is subject to erosion, sand deposition, flooding, and other natural occurrences caused by interaction with wave forces.

In addition to inspecting, maintaining, and repairing existing County harbor and beach facilities, the Harbor Engineer may be responsible for review of plans submitted by tenants or other developers, providing construction management services, assess harbor navigation issues, provide cost estimates, provide professional support at various public meetings, and evaluate the effectiveness of repairs completed by others.

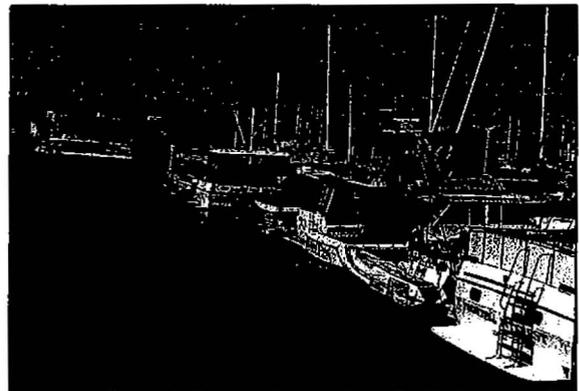
Overview of the Halcrow Team

Recognizing the Department of Beaches and Harbors' need for timely and efficient delivery of a broad range of engineering services, Halcrow has assembled a team of professionals who are experts in marine and coastal engineering and its related disciplines structural, civil, mechanical and electrical engineering. In addition, the team is comprised of experts in the fields of geotechnical engineering.

The Halcrow Team has extensive experience designing, inspecting and maintaining facilities and structures in the coastal environment. Many of our projects involve similar issues that may be encountered during the course of this contract.

The Halcrow Team will consist of Halcrow and Diaz-Yourman and Associates (DYA). The Team and its key personnel have a long history of successful marine project experience. An organization chart showing the team structure and responsibilities is included on the following page.

Halcrow will act as the Contractor's Representative and lead the team. Halcrow will be responsible for all of the civil, coastal, structural engineering, inspection and construction management issues that may arise during the course of the contract. Stacey Jones will act as the Principal-In-Charge, assuring that the necessary staffing and expertise are brought to bear during the course of the project. Warren Stewart will serve as the Contractor's Representative. John Schock, functioning as a Project Manager, will serve as the Harbor Engineer, providing the day-to-day contact with the Halcrow Team and Department staff.



DYA is responsible for all geotechnical engineering efforts, including data collection, sampling, soil characterization, and environmental assessment. DYA is a disadvantaged business enterprise and is certified by the State as a Small Business Enterprise. A copy of their certificates and other documentation is attached in Section 6 of this proposal.

Halcrow Overview

Halcrow is a world leader in the planning, design, engineering of port, maritime, coastal, and marina facilities. With a staff of over 6,000 currently undertaking projects in over 70 countries, Halcrow provides clients with unparalleled resource availability and depth of service. Halcrow is ranked as the 4th largest marine engineering firm in the world by Engineering New Record. Halcrow is a full service firm, providing services in each of the following disciplines as they relate to marine environment:

- Structural
- Civil
- Ocean
- Coastal
- Geotechnical
- Hydraulics
- Naval Architecture
- Diving Inspections
- Master Planning
- Water Quality Modeling
- Mechanical Process
- Materials Handling
- Electrical
- Instrumentation/Control
- Communication
- Cathodic Protection
- Operations Research
- Security Assessments
- Hydrographic Surveys
- Above Water Inspections

Halcrow's principal areas of practice are civil/structural engineering, as well as coastal engineering. The other disciplines, electrical and mechanical engineering, serve as support to the principal practice areas. Typical projects undertaken by Halcrow include the planning and design of marinas, floating ship moorings, fixed and floating breakwaters, fishing piers, seawalls, container terminals, liquid bulk terminals, dry bulk terminals, waterfront infrastructure, and offshore mooring systems. In addition, Halcrow maintains a strong practice in the field of above and underwater inspection, rehabilitation and upgrade of marine facilities.

Halcrow has earned a reputation for excellence in providing design solutions for marine engineering projects. This reputation is founded not just on technical proficiency, but on a firm belief in the rewards of superior client service. The hallmarks of service for which Halcrow is known and that the Department of Beaches and Harbors can expect include:

- *Responsive Service* – Halcrow's Contractor's Representative is located within forty-five minutes of the Department of Beaches and Harbors' offices, enhancing responsiveness even further.
- *Technical Competence* – The key to constructible designs and efficient design production is experience. Since marine work is Halcrow's exclusive focus, this dedicated experience pays dividends to clients in the form of cost-effective designs, minimal construction change orders, and client satisfaction.
- *Creative Thinking* – Halcrow's corporate culture encourages project managers and senior design personnel to take a step back and view each challenge from differing perspectives. This basic step nearly always results in some level of innovation and

added value to the client.

Diaz-Yourman Associates Overview

Diaz-Yourman & Associates (DYA) is a privately held geotechnical consulting service founded in December 1992. The founding principals, Messrs. Gerald M. Diaz, P.E., G.E. and Allen M. Yourman, Jr., P.E., G.E., together have more than 75 years of geotechnical experience. While most of their professional experience has been in California, they have completed projects across the United States and overseas. They have each practiced in Southern California since 1978. Each principal has hands-on technical involvement in ongoing projects. DYA's office is located in Santa Ana.

Designated Project Office

The designated project office will be located at the Congressional Place in Long Beach, the site of Halcrow's regional headquarters. The Congressional Place is located on Pacific Coast Highway near 2nd Street, less than forty-five minutes from the Department of Beaches and Harbors' administrative offices.

Diaz-Yourman and Associates will provide geotechnical services through their Santa Ana office, which about one hour away.

Project Approach

The anticipated scope of work outlined in Part Two of the Sample Contract, attached to the Department's RFP included the following elements:

Direct Support

Provide professional engineering services and consultation as required to support the planning, facilities, and executive staff of the Department of Beaches and Harbors.

The Halcrow Team will be readily available to respond to calls and inquiries that the Department's Contract Administrator (CA) and staff may have regarding the Marina del Rey facilities and public beaches. Impromptu meetings can be set up quickly and attended by a Halcrow representative to inspect facilities and meet staff. Recommendations will be provided shortly after the meetings to guide the Department.

Our Contractor's Representative, Harbor Engineer and key technical staff will develop a work plan in response to each task order from the Department which will:

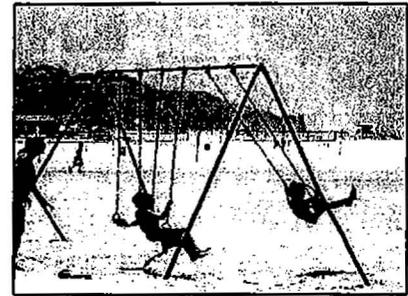
- Identify existing data and probable site conditions.
- Select probable solutions based on our experience with similar facilities and conditions.
- Develop a work plan by task, and assigning resources with similar facilities and conditions.

- Plan a field investigation to address anticipated site conditions and probable solutions in consultation with and review by principal Department staff.
- Develop a flexible work plan to allow for unforeseen field conditions or revisions in project requirements.
- Assign the appropriate and adequate staff to complete the assignment.
- Communicate with Department staff regarding the progress of the work.
- Summarize the results of the work in a written final report.
- Check with Department staff after the report is submitted to make sure that the Department needs and requirements were met.

Design and Constructability Review

- Review development proposals, engineering drawings, and architectural plans and furnish advice on the feasibility and impact of the proposals.
- Review plans and specifications for proposed construction and repair.
- Evaluate plans and designs for proposed County facilities in Marina del Rey and on County-operated beaches.
- Review engineering technical documents.
- Review proposals, plans, and specifications for harbor dredging.
- Review proposals, plans, and specifications for construction or repair of beach infrastructure, including revetments, groins, jetties, piers, and the like.
- Review proposals, plans, and specifications for beach sand replenishment.

The Halcrow Team will provide the professional services needed to review any proposed project associated with the marina and public beaches. Examples of reviews of landside infrastructure include underground utilities, area lighting, grading and paving for roads and parking lots, signage, boat storage yards, promenades and pedestrian bridges. Examples of public facilities that would be structurally reviewed include libraries, administration buildings, and restrooms. Examples of waterside improvements to be reviewed include dredging and dredge disposal, piling, floating docks, gangways, and coastal structures such as piers, breakwaters, groins, and outfalls.



The Halcrow Team has the expertise to determine if the designs are in compliance with specialized regulations that apply to marinas such as State Boating and Waterways ADA requirements and State Water Resources Board fueling facilities regulations. The Halcrow Team will be able to review documents which commonly establish design criteria such as geotechnical reports, littoral (beach sand) transport, wave analysis, and marine traffic studies, and make sure that the design complies with the recommendations of such reports.

Independent Studies

- Evaluate and analyze structures built over water.

- Review and update minimum standards for Marina construction.
- Review navigation and boating circulation within Marina del Rey and recommend changes.
- Water quality modeling to determine flushing and residence time of bacterial laden harbor basins, estuary mouths, and stormdrain outfalls.

The Halcrow Team will provide independent engineering studies such as establishing baseline conditions for water quality, hydrographic surveys for determining dredging needs, and marine traffic analysis of sail boats and power boats for expanding or modifying the size of berths. Water quality monitoring will also be provided during dredging and construction hydrographic survey monitoring will also be provided to verify dredge depths and dredge quantities.



The Halcrow Team will determine if existing structures and buildings are competent to withstand probabilistic seismic, wind, and wave force loads. A typical risk evaluation would include recommendations for strengthening the structure and costs for various concepts to do so.

The Halcrow Team will review and make recommendations for existing and new standards for marina construction. This may range from the development of a cut sheet with cleat installation details to guidelines for removing marine growth to prevent harbor water pollution.

Design Services

- *Prepare design drawings for smaller projects.*
- *Design co-owned shoreside structures.*
- *Estimate costs and prepare construction budgets.*

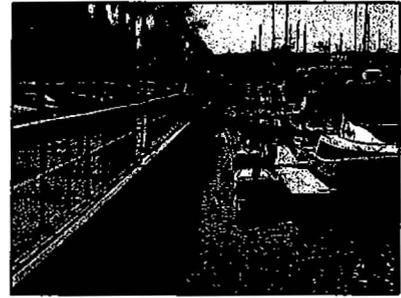
The Halcrow Team will be able to provide complete plans, specifications, and estimates (PS&Es) for projects varying in size from a masonry wall trash enclosure to construction of a new recreational pier with associated facilities such as parking, sidewalk/promenades, and public gathering areas.

In addition, the Halcrow Team will provide assistance by attending prebid meetings, bid analysis, analyzing bidder qualifications, and issuing design addendums.

Construction Inspection

- *Provide diving inspections of waterside improvements in Marina del Rey when directed by the CA.*
- *Evaluate dock repairs, modifications, and improvements by lessees.*
- *Provide structural and civil engineering inspections and inspection reports with respect to any possible structural deficiency of landside and waterside improvements.*

The Halcrow Team will be able to provide above and underwater inspection of improvements, repairs, and facilities. Reports will vary in complexity from a simple field correction notice for the contractor to detailed inspection of piles, floating docks, and utilities for a basin of berths. A detailed inspection of the seawall may go so far as to include underwater coring and subsequent lab testing of materials to ascertain concrete condition and expected useable life.



Public Representation

- *Provide professional support as required for Department presentation for Beach Commission, Small Craft Harbor Commission, Design Control Board, Regional Planning Commission, Los Angeles County Board of Supervisors, California Coastal Commission, and other bodies.*
- *Upon reasonable notice, appear at such times and places County may require to provide consulting services.*

The Halcrow Team will be able with advanced notice, to prepare and collect supporting information, attend public meetings and represent the Department and other bodies with consulting support. This would include presenting information from studies and reports in a manner that is understandable to a non-engineer yet explains the complexities that the results and recommendations may yield.

The Halcrow Team would engage and answer public and agency questions and provide written follow-up to deferred answers or other issues needing research. The majority of the professional services performed by the Halcrow Team are for public entities, which require frequent representation at public meetings, working with other agencies and their committees, and answering direct questions from commissioners.

Other Duties

- *Perform other duties as required by the Director.*

The Halcrow Team is very versatile and talented and will have no difficulty meeting

unexpected challenges that may arise. For example for emergency services, such as immediately after a large storm, earthquake or other catastrophic event, an experienced representative can respond in short notice to help assess damage of critical County facilities. Many of the senior staff have had Office of Emergency Services (OES) training to evaluate widespread damage to structures and infrastructure and they have previously worked for public agencies and are familiar with command and control protocols.

Proposer's ability to support the Department before the Design Control Board, the Beach Commission, the California Coastal Commission, and other bodies

The Halcrow Team has extensive experience with local agencies such as the California Coastal Commission as well as other agencies such as, County of Los Angeles DPW, Regional Water Quality Control Board, California Department of Fish and Game, California State Parks, U.S. Army Corps of Engineers, City of Malibu, City of Redondo Beach, and the California State Lands Commission. Our Team also has experience developing project support through participation in public outreach meetings, design review committees, other public forums. We have successfully represented our clients before numerous local, state, federal and other public agencies. The following matrix provides an overview of the Team's plan check and permit approval experiences in this region. These agencies may be encountered during the course of this contract.

	Regional Water Quality Control Board	California State Parks	Coastal Cities	LA Co. DPW	California Coastal Commission	Calif. Boating & Waterways	State Lands Commission	Department of Fish and Game	US Coast Guard	US Army Corps of Engineers	EPA
Halcrow	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
 DIAEKHOUWAN Confidential Services	✓			✓			✓		✓	✓	

The Halcrow Team's depth of knowledge in marine facilities and coastal issues make us indispensable in fielding questions that may unsuspectingly arise at a public or agency meeting.

Proposer's ability to provide licensed professional advice and civil and structural engineering with special emphasis on engineering of marine facilities

All Halcrow personnel assigned as leads and the support staffs for this project are licensed engineers in their disciplines. Each person is capable of independently analyzing an engineering task, designing a solution, and producing plans, specifications and bid documents for new construction or repairs of existing marine facilities. Our Team of

professionals was selected for this project based on their unique professional experiences in the coastal environment. The Halcrow Team is highly skilled and knowledgeable of the inspection, maintenance, repair and design requirements of facilities in the marine environment.

Halcrow has unique in-house diving and inspection personnel and equipment. The divers and equipment, including boats, are available locally. The divers are also engineers who can assess the condition of underwater structures and develop reports and recommendations for repairs or new construction. In this manner, work by an independent diving firm does not have to be interpreted by the Harbor Engineer. This seamless approach results in a first hand evaluation employed in the most cost effective and expedient resolution of the problem.

Proposer's ability to provide professional quality engineering drawings and other work product

The Halcrow Team will prepare all drawings using AutoCAD 2008. The drawings will be developed and finished by experienced CAD personnel who are accustomed to applying the client's CAD Standards.

Halcrow personnel are also adept at using AutoCAD's Civil 3D, with its associated Mapping and Civil Design software. These tools are used to design dredging plans, grading and paving plans, storm drains, sewers, and roadways. The designs will be produced directly as AutoCAD 2008 drawings or earlier versions.



The other Halcrow Team members will utilize AutoCAD 2008 to produce professional quality electrical and mechanical engineering drawings, as may be needed, using the client's CAD Standards. Their work is integrated seamlessly into the drawing set for a uniform and consistent appearance. Beforehand, everything is checked for proper cross referencing and to assure there are no conflicting notes or details between drawing sheets and disciplines.

The same level of attention is provided in the production of written reports and analyses. Before anything is provided to the client it is thoroughly checked by Halcrow to assure that the report is clearly understandable to the reader it is intended for and that it meets the high standards that a professional document should represent.

The Halcrow Team regularly lectures at professional conferences and represents clients in public meetings. High quality presentation material that is clear to understand and interesting to the audience is used for such purposes.

QUALITY CONTROL PLAN

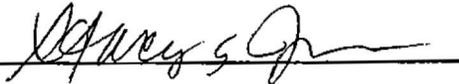
Describe the procedures by which your firm will ensure compliance with the Contract terms and conditions. The plan shall include at a minimum:

- a. Who will review documents prepared by your office?
- b. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?
- c. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?
- d. How will you cover unexpected absences?
- e. If you have a written quality control plan or written procedures for your staff, please attach them.

Additional Information (Attach pages if necessary):

See Attached Sheets

Signature: _____

A handwritten signature in black ink, appearing to read "James G. [unclear]", is written over a horizontal line.

Section 3

Quality Control Plan

Who will review documents prepared by your office?

The principals of Halcrow are deeply involved with and provide guidance for performing the work during every phase of all projects. All calculations and bid documents are checked by engineers who did not prepare the original work. Drawings are checked by the engineer who prepared the design on which the drawings are based and all work will be reviewed by the Contractor's Representative prior to submission to the client. The success of this effort is evidenced by the fact that within the past few years, Halcrow projects have received numerous engineering excellence awards and commendation letters.

Halcrow has selected sub-consultants as part of the Team for this project with similar depth and experience of personnel in their given area of expertise

What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

Documents returned to Halcrow by the client to correct deficiencies are addressed by the engineer who prepared them, then rechecked by another engineer, and then are reviewed by the Contractor's Representative.

Halcrow requires that its subconsultants provide the same level of QA/QC in preparing documents for a project. These documents are reviewed by the Halcrow Contractor's Representative and any deficiencies are corrected before they are re-submitted to the client. If any documents are returned by the client for corrections, the Halcrow Contractor's Representative will ascertain the corrections have been made before the document is returned to the client. Halcrow's subconsultants understand that time is of the essence and that they are expected to respond to deficiencies as soon as possible.

If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond?

Response time to comments about the documents prepared by the Halcrow Team is primarily a function of the size and complexity of the work product. Upon receiving the comments, Halcrow first establishes an understanding of deficiencies and immediately inquires about anything that needs clarification. This prevents unnecessary cycling of the documents back and forth. During the time that Halcrow may be awaiting clarifications the remaining comments are being addressed and the documents revised accordingly. By this process, Halcrow works as efficiently as possible to expedite a thorough and quick turn around.

In extreme cases of inadequate performance, the Contractor's Representative and Harbor Engineer will meet with the Department staff to identify the deficiency and develop a resolution and timely schedule for response. In cases that involve a subconsultant's work, the subconsultant will attend the meeting at the request of the Department staff.

How will you cover unexpected absences?

If the engineer who prepared the document is not available the engineer reviewer will make any necessary revisions and the Contractor's Representative will check the work. The Halcrow Team has sufficient staff disciplined in civil, structural, coastal, geotechnical, electrical, mechanical engineering as well as biological assessment and water quality to provide adequate checking and back-up for unexpected absences. All engineers tasked for this project are registered, with over 5-years of marine design experience, and can assume responsible charge.

If you have a written quality control plan or written procedures for your staff, please attach them.

Quality control is the highest priority of Halcrow. The firm has developed a Quality Assurance Plan that spells out the procedures to be followed for various types of projects. This plan facilitates the implementation of proper quality control procedures. In addition, a comprehensive Technical Report Writing Manual ensures that all of the reports produced are thorough, concise, and consistent, and a CAD Standards Manual ensures that all the drawings and figures produced are correct and consistent.

All underwater inspection reports are prepared in accordance with the client's guidelines. The Technical Report Writing Manual governs the QA/QC of all Halcrow inspection reports. Prior to the submission of the draft copy of the report, it is reviewed by the Harbor Engineer and the Contractor's Representative.

The principal features of Halcrow's Quality Program are:

- Rigorous investigation and analysis of employment candidates.
- Regular instruction and updating of Quality Assurance procedures to all personnel.
- Regular reporting to the project manager by the project engineers.
- Quality Assurance surveillance of engineering work by project engineers, monitoring design against construction budget.
- Checking and signing of all computations and drawings by a qualified reviewer.
- Constructability review of all work by the project manager.
- Interface checking of contract documents, specifications, and permit applications.

A copy of Halcrow's Quality Assurance Plan follows this write-up. Copies of Halcrow's CAD Manual and Technical Report Writing Manual are available for review as necessary.



QUALITY ASSURANCE PLAN

JANUARY 2008

QUALITY ASSURANCE PLAN

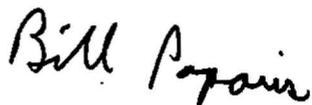
JANUARY 2008

HALCROW, INC.
22 Cortlandt Street
33rd Floor
New York, NY 10007

STATEMENT BY THE VICE PRESIDENT OF QUALITY CONTROL

The management of Halcrow is dedicated to providing consistently high quality services commensurate with client requirements. An effective quality assurance program is essential to maintaining this policy. This document describes the quality assurance program that has been implemented within the company. This plan defines the lines of authority and the responsibilities of those individuals charged with implementing and maintaining the program. It describes the procedures for reviewing work products, performing system audits, and monitoring the plan's effectiveness.

The consistent and appropriate application and continued review and maintenance of this plan are hereby mandated by the Vice President of Quality Control of Halcrow.



Bill Paparis

Vice President of Quality Control

QUALITY ASSURANCE PLAN

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1. INTRODUCTION

It is the policy of Halcrow to provide consistently high quality services commensurate with client requirements. An effective Quality Assurance (QA) Plan is essential to maintaining this policy. The performance of quality services is the responsibility of each individual within the company. Ensuring that these services consistently meet Halcrow standards is the responsibility of the Vice President of Quality Control. This QA Plan defines the authority, responsibilities, and procedures for quality assurance. Compliance with the quality assurance requirements and quality control activities presented in this plan will fulfill the quality objectives for all Halcrow assignments.

This plan applies to all work performed by Halcrow personnel, including studies, investigations, reports, designs, cost estimates, scopes of work for subcontracts, and technical papers. The objectives of the QA Plan include the following:

- To make employees aware of the quality assurance/quality control (QA/QC) procedures.
- To follow a consistent quality assurance policy for all work.
- To satisfy all quality requirements for the work.
- To clearly delineate the quality assurance activities of Halcrow and its subcontractors and consultants, and the interaction between the project team members and the client.
- To effectively use resources to resolve technical problems related to the implementation of quality assurance project plans for each project.

This plan defines the minimum controls required to achieve the quality goals established for each project. Additional quality control functions may be required for specific projects.

2. QUALITY ASSURANCE POLICY

2.1 INTRODUCTION

Halcrow is committed to providing quality services to its clients. This commitment to quality is embodied in this QA Plan and supported by the policies and goals the company has adopted. Halcrow's success depends foremost upon the quality of services provided to each client.

Policies have been established to ensure that quality services are provided to all clients. These policies define the quality of delivered work products (deliverables) and how quality is monitored and maintained.

All personnel are accountable for the proper application of standard procedures, guidelines, methods, and instructions to activities in which they are engaged. Accountability will be established by documentation or physical evidence related to, or in demonstration of, the implementation of quality control procedures.

Section 3 describes the Halcrow management organization as it applies to the implementation of quality assurance and quality control.

2.2 DEFINITIONS

2.2.1 Quality

Quality, as it applies to this plan, means that the project deliverable is acceptable for its intended use. Characteristics of quality are precision, accuracy, representativeness, clarity, consistency, completeness, and comparability. Quality work must also meet the following requirements:

- Protect public health and environment.
- Meet client's technical requirements.
- Conform to client's specifications.
- Conform to Halcrow policies, procedures, guidelines, and standards.
- Comply with applicable federal, state, and local regulations.
- Comply with contractual requirements.

2.2.2 Quality Assurance

Quality assurance includes all those activities required to determine that the quality control system is performing adequately. Quality is assured by establishing standards for work products, verifying that these standards have been followed, and evaluating the effectiveness of the standards and control activities in meeting quality objectives.

2.2.3 Quality Control

Quality control is the exercise of appropriate influence over activities by the routine examination of performance for accuracy, applicability, and conformance with criteria, guidelines, policies, instructions, procedures, and standards. Quality control functions include discipline review, project review, and independent review of work products.

2.3 DOCUMENTATION

The project team will perform the engineering and technical services for the project according to this QA Plan, including documentation of the quality control functions performed. Documentation requirements are defined in this QA Plan. Auditing of quality control activities is a quality assurance function.

2.4 APPLICABILITY

The quality assurance program is applicable to Halcrow services and project deliverables.

2.4.1 HALCROW Services

The services Halcrow provides for the permitting, investigation, study, evaluation, design, procurement, fieldwork, and construction phases of projects will be subject to the controls described in this QA Plan. The functions and interrelationships of systems and components used to perform the work are also subject to quality control review.

2.4.2 Project Deliverables

Halcrow project deliverables include contracts, correspondence, studies, reports, calculations, design drawings and plans, design specifications, technical papers, policy and procedure manuals, construction activities, and other work produced by Halcrow.

2.4.3 Consultants and Subcontractors to Halcrow

Services of consultants and subcontractors to Halcrow are subject to the QA/QC requirements of this QA Plan, as required by contract. Review of project deliverables from consultants and subcontractors is discussed in Subsection 4.7.5.

2.5 QUALITY ASSURANCE ORGANIZATION

The director of quality assurance is responsible for initiating and implementing programs to instruct all Halcrow professional and technical personnel in the application of the QA Plan. Each technical director and regional resource manager is responsible for coordinating quality assurance program implementation with the director of quality assurance. Instruction of personnel will be performed to satisfy both project and company requirements.

The project manager is responsible for assuring that the project team knows and understands the QA/QC requirements for the project. Instruction will include familiarizing personnel with this QA Plan, technical objectives of the project, codes and standards, contract requirements, regulations, and administrative and quality control procedures. Specific technical client requirements applicable to a project will also be identified and presented.

2.6 QUALITY REQUIREMENTS

All project functions and documents are subject to evaluation to ensure that they conform to Halcrow policies, procedures, guidelines, and standards. Quality controls, including applicable project budgets and schedules, will be established at the beginning of a project to achieve and verify the quality of the work product. These controls will be exercised throughout the project to provide a quality product.

To verify that work is of acceptable quality, various reviews will be conducted. Section 4.0 of this plan defines the required reviews, specifies who may perform the reviews, and describes how the reviews will be conducted during work product preparation.

2.7 MANAGEMENT REVIEW

The director of quality assurance is responsible for the management and assessment of the QA Plan. The director of quality assurance will audit project work for compliance with the QA Plan and determine the plan's effectiveness and efficiency. Results of audits will be documented in a summary report and submitted to the Vice President of Quality Control. Copies of the summary reports will be provided to the project manager, consultants, and subcontractors being audited. The summary reports will contain a brief, narrative description of the audits; identification of compliance status, problems, and non-conformances; and analysis of corrective action status, if appropriate.

3. QUALITY ASSURANCE MANAGEMENT

The quality assurance program has two organizational levels: quality assurance program management and quality assurance project management. This section describes organizational structure, functional responsibilities of key staff, levels of authority, and lines of communication for both levels.

3.1 QUALITY ASSURANCE PROGRAM MANAGEMENT

The Halcrow quality assurance program organization is shown on Figure 3-1. Individual responsibilities within the program management structure are described in the following subsections.

3.1.1 Vice President of Quality Control

The Vice President of Quality Control, Bill Papis, is responsible for overall program direction. The Vice President of Quality Control will establish objectives, formulate policies for the organization, provide adequate Halcrow resources, establish and monitor the Halcrow QA Plan, and monitor the organization's overall performance.

3.1.2 Director of Quality Assurance

The Halcrow director of quality assurance, John Conlon, is responsible to the Vice President of Quality Control for the management of the quality assurance program and the evaluation of its effectiveness. The director of quality assurance will monitor the quality assurance program and report to the Vice President of Quality Control. The primary functions of the director of quality assurance are to verify that activities are being performed in compliance with the QA Plan, and that activities are adequately controlling the quality of the work. The director of quality assurance has authority and responsibility for the following:

- Establishing quality assurance procedures to carry out quality assurance responsibilities in an orderly and documented manner.
- Providing guidance and input for the development and revision of quality assurance program documents.

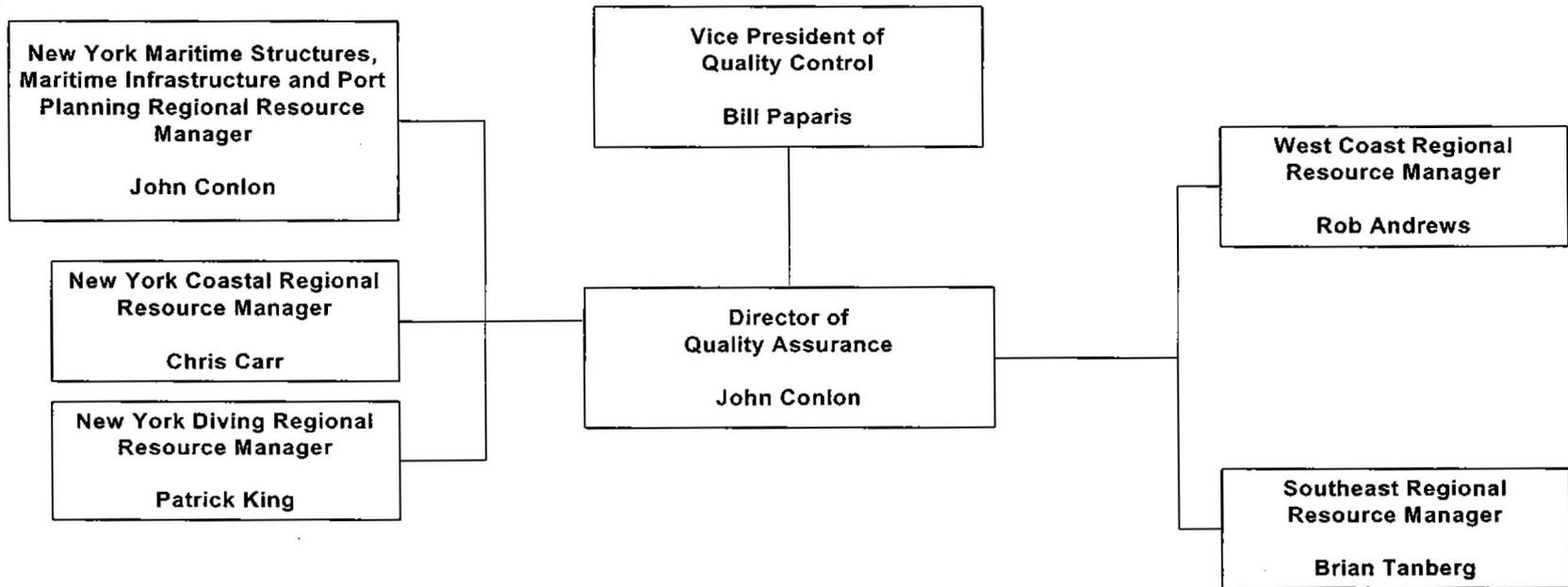


Fig 3-1 Quality Assurance Program Organization

- Assisting the regional resource managers in developing internal quality assurance indoctrination programs, as appropriate, and providing assistance for additional indoctrination of personnel whenever special situations develop.
- Reviewing and evaluating compliance with the QA Plan and recommending corrective action, when required.
- Reporting specific non-conforming items to the Vice President of Quality Control and project management personnel and verifying correction of that non-conformance.
- Reviewing the effectiveness of the quality assurance program and its procedures periodically, and reporting to the Vice President of Quality Control.
- Initiating audits of quality control documentation for compliance with the plan.
- Conferring with regional resource managers to establish applicable and effective quality control procedures.
- Preventing the release of documents that do not conform with the requirements of the QA Plan until management has determined an acceptable disposition.
- Maintaining records of quality assurance program activities.

The director of quality assurance may delegate his responsibilities to others when necessary. The designated person(s) will report directly to the director of quality assurance on all matters related to the delegated responsibilities.

3.1.3 Regional Resource Managers

Each regional resource manager is responsible for providing effective technical quality control services in support of projects. Regional resource managers are responsible for implementing company policies, procedures, and standards. They may be assisted by local resource managers who may include discipline leaders in this task.

Regional resource managers have authority and responsibility to effectively perform the following:

- Implement QA/QC policies and procedures in the regional office.
- Assign project managers to projects.
- Evaluate the quality and effectiveness of technical services and apply corrective action as required.
- Allocate qualified personnel for each project as required.
- Monitor the adequacy and effectiveness of personnel assigned to each project.
- Provide special discipline instructions, standards, and guidelines, including instructions amplifying the procedures in this QA Plan, and training personnel in its application.
- Implement educational training programs to develop or maintain personnel capabilities.
- Conduct discipline reviews as required.

3.2 QUALITY ASSURANCE PROJECT MANAGEMENT

Project teams are assembled to perform the work for each project. The project director selects a project manager to direct all project functions. The quality assurance project organization is shown on Figure 3-2.

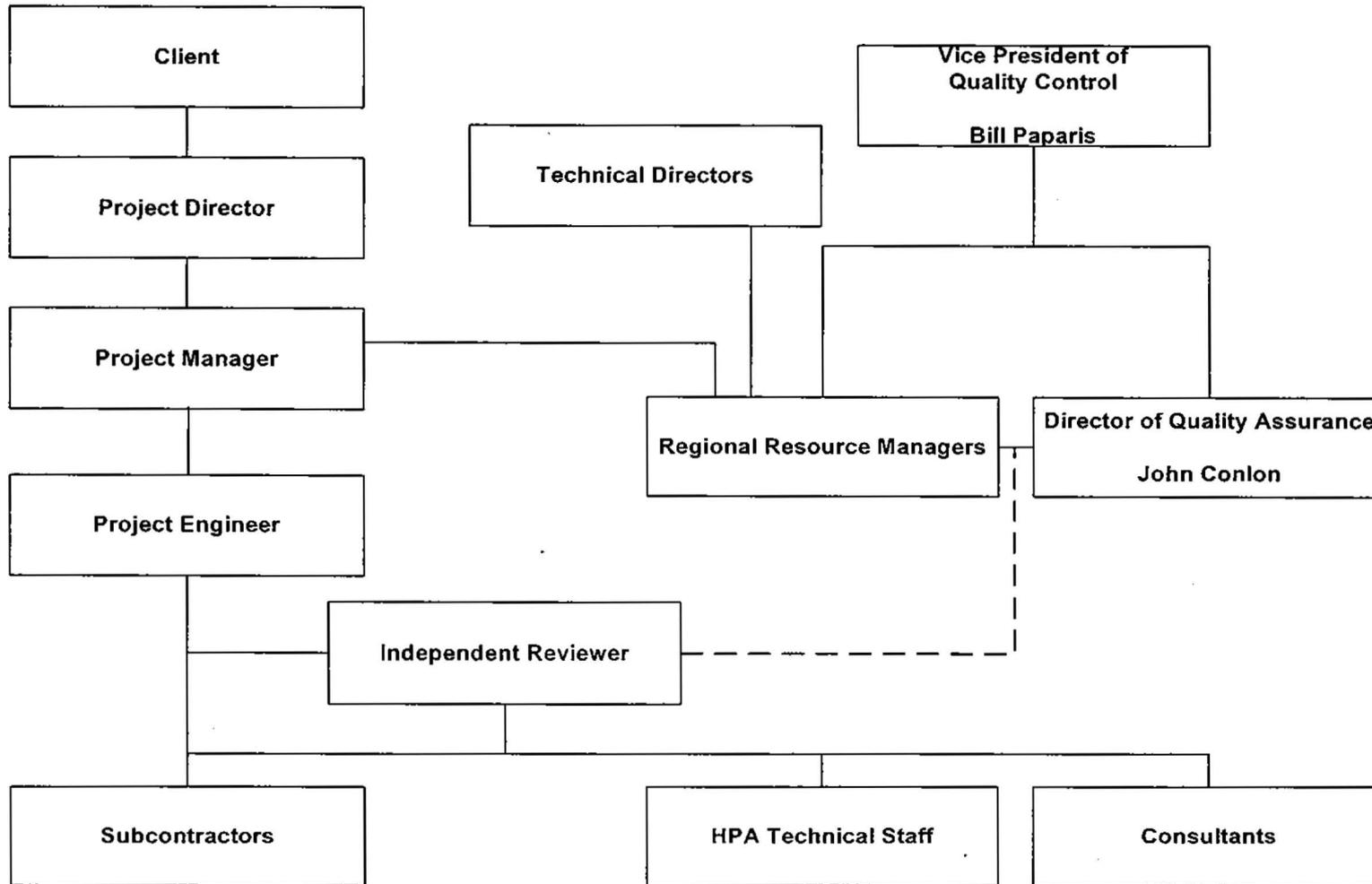


Fig 3-2 Quality Assurance Project Organization

———— Direct Responsibility
- - - - Indirect Responsibility

3.2.1 Project Manager

The project manager is responsible to the project director for all project matters. He is responsible to the client for fulfilling contractual obligations related to the project. The project team members report to the project manager, usually through a project engineer, on all project matters. The quality control functions for each project operate within project management activities, but interface with QA Plan management to ensure that Halcrow quality assurance goals are understood and achieved.

The project manager is responsible for the quality control activities on the assigned project. He has the primary responsibility for verifying that all project work meets the quality assurance objectives associated with work assignments. At the inception of any work assignment, the project manager will define the quality assurance goals of the project. The project manager evaluates the qualifications and experience of all project team members.

The project manager oversees quality control operations relative to the project activities. He ensures that project quality assurance goals and objectives are recognized and that efforts necessary to attain them are defined. The project manager is responsible for the following:

- Reporting to the project director on the quality control status of ongoing project activities.
- Maintaining project-specific quality control reports and other vital information, plans, and directives.
- Maintaining the list of project personnel who need to receive quality control reports and information as part of the document control system.
- Reviewing and overseeing consultants and subcontractor QA/QC activities.
- Reviewing all work products for quality and verifying that all client and contract requirements are met.
- Providing project status reports that address quality control activities.

3.2.2 Project Engineer

The project engineer reports directly to the project manager and is responsible for the daily technical direction of assigned duties. Primary duties consist of providing specific technical direction, project team coordination, dissemination of information, cost control, and adherence to the project schedule. The project engineer will review work products and incorporate any necessary revisions before those products are submitted for quality control review. The project engineer is responsible for reviewing the work of subcontractors and consultants to ensure that quality work has been performed and products meet contract requirements.

3.2.3 Project Staff

The Halcrwo project staff members will be selected for assignment based upon their abilities to perform specific project-related tasks. Staff members will be responsible for applying established quality control procedures in their work and for interfacing and coordinating with other project staff members to ensure that the contract requirements are met.

3.2.4 Subcontractors and Consultants

Subcontractors and consultants are considered members of the project team and, as such, are subject to the same quality control procedures. All subcontractors and consultants will be required to implement an acceptable quality assurance program for their portion of the project.

4. QUALITY CONTROL PROCEDURES

To effectively control the quality of services provided to clients, it is necessary to control the quality of all work as it is performed. Therefore, ongoing quality control functions are performed through reviews by the personnel performing the work, as well as the project manager and project engineer.

This program is based on the premise that the quality control process is more than a review of deliverables. Quality control begins as soon as a work assignment is received and continues through the planning, execution, documentation, and close-out of the project. The project manager and project engineer continually monitor project status to maintain quality control. The formal review process provides the assurance that quality control was maintained and that the work products are conceptually correct, complete, easy to understand, and meet all contract requirements.

4.1 QUALITY CONTROL REVIEWS

The control of work quality must be an ongoing activity throughout the course of a project, from inception to final delivery of the product. To ensure that quality is being maintained, three levels of quality control reviews have been established. The first level is within the technical discipline; a peer in that particular discipline reviews each set of tasks. The second level is a review by project management. The third level is an independent review by someone at the senior engineer level or higher, who is not on the project team.

4.1.1 Discipline Review

Discipline reviews are conducted throughout the project to ensure that work begins and progresses on a sound basis and that design documents clearly present the concepts of the designer. Work products such as standard designs, drawings and specifications, standard procedures, and calculations will be checked in detail during the discipline review. The work will be reviewed to ensure that it meets the requirements for which it will be issued.

The project manager will initiate a discipline review and contact the appropriate discipline leader under which the work was performed. The discipline leader or his

designee will review the document in detail. The work product will be checked for the following:

- Conformance to Halcrow policies and standards.
- Use of appropriate concepts, equations, and assumptions.
- Accurate performance of mathematical calculations.
- Supporting calculations for design and discipline procedures will be checked in detail.

4.1.2 Project Review

Before any work product is issued, the project team will review it. Usually, the project manager will review the work product, but the task may be delegated to the project engineer, if necessary.

The project reviewer will verify that the work product has been subjected to a discipline review and that it is consistent with the client's requirements, other project documents, and overall project needs. The project reviewer will also verify that the work has been properly coordinated between disciplines, between Halcrow and its sub-contractor/sub-consultants, and between sub-contractors/sub-consultants. The project reviewer will further insure that the cost estimate is consistent with the drawings and specifications. In addition, the project reviewer will insure the overall completeness of the product and verify that it is clear and understandable. He/she shall also confirm that all contractual language, general conditions, and general notes are appropriate for the project and consistent with the client's requirements.

4.1.3 Independent Review

The independent review is a thorough, but not detailed, review of the completed work product by an engineer with an equal or higher experience level than those persons who prepared it. The independent reviewer must be someone who did not work on the project. Client specifications and contract requirements, scope of work, and supporting information sources will be reviewed to verify the basis for the work. Each work product will be checked for accuracy, clarity, conformance to Halcrow and client requirements, and applicability. Work products will be compared for consistency and compatibility, and discipline and project reviews will be verified. Table 4-1 presents a list of typical quality control items to be checked in reports, drawings, and specifications.

**Table 4-1
Typical Independent Review Check Items**

Item	Checked
Compliance with applicable codes, standards, and federal, state, or local regulations	
Compliance with Halcrow policies and standards	
Compliance of written documents with governing guidance documents or requirements	
Technical content of written documents, including assumptions, logic, and conclusions	
Completeness of reports, technical papers, design reports, and design memoranda	
Verification of proofreading and editing	
Design philosophy, processes, and criteria for each discipline	
Agreement among basis of design, design criteria, design memoranda, and contract documents	
Agreement among drawings, general conditions, and technical specifications	
Agreement between text, figures, tables, and photos in a report	
Agreement among calculation results, details, and contract documents	
Completeness of drawings	
Confirmation that appropriate reference elevations and control points are used	
Adequacy of design and details	
Constructability	
Compliance with all contract requirements	
Coordination of dimensions, sizes, elevations, details, and other data within a discipline and among disciplines	
Appropriate application of titles, cross-references, notes, legends, abbreviations, title blocks, and North arrow	
Adequacy of qualifying language where limited conditions or facts prevent a firm conclusion or recommendation	
Appropriate differentiation between new and existing construction, and between items to remain and items to be removed	

4.2 REVIEW SCHEDULES

Quality control reviews are project tasks and are to be included in the project scope and schedule. Discipline reviews are to be scheduled and completed in a timely manner so that subsequent project tasks are not adversely affected. Scheduling of these reviews will allow each task to progress on a timely basis and allow project management to determine staffing needs to meet project objectives in an orderly and efficient manner. As a minimum, a quality control review shall accompany each official submission to the client. The number of reviews per project shall be agreed upon at the project inception by the QCM, PM, and regional resource managers/technical director.

The project manager will submit a copy of the project schedule and all revisions of the schedule to the director of quality assurance for each project. These shall account for initial and final reviews. The director of quality assurance will use the project schedules to track quality control activities within the discipline and project review levels and to determine staffing requirements for independent reviews.

4.3 DOCUMENTATION

All quality control reviews will be documented. The discipline and project reviews will be recorded on the Discipline and Project Review Record form shown on Figure 4-1.

The independent review will be recorded on the Independent Review Record form shown on Figure 4-2.

4.3.1 Discipline and Project Review Records

The project manager will prepare the Discipline and Project Review Record form, providing all requested project information. The name of each reviewer, the reviewer's discipline, and the name of the document or work task will be entered on the form. After the review has been completed and all comments resolved, each reviewer will initial and date the form. When the review process is completed, the project manager will indicate acceptance by signing and dating the form. The original record form will be placed in the project file. A copy will be sent to the director of quality assurance.

When both a discipline review and a project review are required for a document, as indicated in Table 4-2, the same form can be used. A copy of the form will be submitted to the director of quality assurance after each review has been completed. If

more than one form is required, particularly for discipline reviews, they will be numbered sequentially.

The project review and discipline reviews, when required, must be completed, and the Discipline and Project Review Record form must be submitted before an independent review will be authorized.

PROJECT INFORMATION

Project No.:	Client:
Phase No.:	
Task No.:	
Project:	
Phase:	
Task:	
*Work Product:	
Project Manager:	Project Engineer:

*Identify stage, e.g., 35%

DISCIPLINE REVIEW RECORD

Name of Reviewer	Discipline	Document Reviewed	Initial Review			Final Approval			Technical Director or Regional Resource Manager Approval		Comments
			Initials	Date	Disposition	Initials	Date	Disposition	Initials	Date	

Accepted: _____ Date: _____
Project Manager

Approved: _____ Date: _____
Director of Quality Assurance

Disposition: NEN - No Exceptions Noted; EN - Exceptions Noted; RFC - Returned for Corrections

PROJECT REVIEW RECORD

Name of Reviewer	Document Reviewed	Initial Review			Final Approval			Comments
		Initials	Date	Disposition	Initials	Date	Disposition	

Accepted: _____ Date: _____
Project Manager

Approved: _____ Date: _____
Director of Quality Assurance

Date Transmitted to Client: _____ Transmitted By: _____

Fig 4-1 Discipline and Project Review Record

INDEPENDENT REVIEW RECORD

Project No.: Phase No.: Task No.:	Requested by:	Date:	
Client:			
Project: Phase: Task:			
*Work Product:			
Project Manager:	Project Engineer:		
Description of Specific Items to be Reviewed:			
Date Scheduled for Review:		Date Scheduled to Complete Review:	
Independent Reviewer: _____		Date Documents Received: Date Review Started:	
	Initial Review	**Final Approval	Comments
	Initials Date Disposition	Initials Date Disposition	
			NEN: No Exceptions Noted EN: Exceptions Noted RFC: Returned for Corrections
Approved: _____ Project Manager		Date: _____	
Approved: _____ Director of Quality Assurance		Date: _____	
Date Transmitted to Client:	Transmitted By:		

* Identify stage, e.g., 35%

** Final approval section must be completed for initial review disposition of "Return for Corrections". It is optional for "Exceptions Noted".

Fig 4-2 Independent Review Record

4.3.2 Independent Review Records

The director of quality assurance will prepare the Independent Review Record form from information provided on the request form. The name of the reviewer and all pertinent project information will be entered on the form. After the review has been completed and all comments resolved, the reviewer will initial and date the form. The original record form will be placed in the project file, and a copy will be sent to the director of quality assurance.

The project manager will sign and date the form before submitting it to the director of quality assurance for signature.

4.4 DISCIPLINE REVIEW PROCEDURES

When a task is completed, the project manager will advise the appropriate discipline leader. The originator will provide a copy of the work to be reviewed and all supporting documents to the assigned discipline leader. In no instance will the originator of the work conduct the review.

4.4.1 Review Schedule

Discipline reviews will be scheduled according to Section 4.2 of this manual. The work will be checked in detail before subsequent tasks supported by the work are started. The project manager will be responsible for including discipline reviews in the project schedule.

4.4.2 Review Procedures

The project manager will initiate a discipline review and contact the appropriate discipline leader for the discipline that performed the work. A discipline leader or his designee, who is of the same discipline and who is qualified to perform the work but who did not work on the task, will review the work in detail. The work will be checked for the following:

- Conformance to Halcrow policies and standards
- Conformance to project design criteria
- Use of appropriate concepts, equations, and assumptions
- Accurate performance of mathematical calculations

- Conformance w/SOW

Drawings will be checked to ensure accuracy and completeness, including conformance to Halcrow standards, graphic representation of calculations, and agreement with design criteria.

4.4.3 Review Records

The project manager will prepare a Discipline and Project Review Record form, providing the name of the reviewer(s) and the work to be reviewed. After the review is completed, the reviewer(s) will initial and date the original form and indicate the review disposition, then return the form to the project team along with the work product and review comments. A disposition of "No Exceptions Noted" (NEN) indicates the reviewer had no comments. A disposition of "Exceptions Noted" (EN) indicates the reviewer had only minor comments. If the first review disposition is NEN or EN, the initials of the reviewer are not required under "Final Approval."

A disposition of "Returned for Corrections" (RFC) indicates the reviewer had significant comments and concerns that must be resolved. If the initial review disposition is RFC, the initials of the reviewer must be shown under "Final Approval" to indicate that all concerns have been resolved to the reviewer's satisfaction.

After the review is completed and the appropriate initials and dates are entered, the project manager will sign and date the form. If more than one record form is required, they will be numbered sequentially, and the project manager must sign each form. One copy of the review form(s) will be submitted to the director of quality assurance. The original will be placed in the project file.

If an independent review is required, a copy of the Discipline and Project Review Record form will be submitted with the request for an independent review.

4.5 PROJECT REVIEW PROCEDURES

When a work product is ready for issue, the project engineer or the project manager will review it. The project manager may delegate this review to the project engineer but remains responsible for the quality of the work product. The project review must be completed before an independent review can be requested.

4.5.1 Review Schedule

The project manager will be responsible for including the project review in the project schedule. The project review will be performed after all discipline reviews have been completed.

4.5.2 Review Procedures

The work product(s) will be checked for completeness and quality. The reviewer will verify that all necessary discipline reviews have been performed and that the finished work product(s) incorporates all contract requirements. The work product(s) will be prepared then for submittal to the client or for an independent review, if required.

4.5.3 Review Records

The project manager will prepare a Discipline and Project Review Record form, providing the name of the reviewer. After the review is completed, the reviewer will initial and date the form. The project manager will sign and date the form, even if he or she was the reviewer. The original record form will be placed in the project file. A copy of the record will be submitted to the director of quality assurance.

If an independent review of the work product is required, the copy for the director of quality assurance will accompany the request for the independent review.

4.6 INDEPENDENT REVIEW PROCEDURES

When a work product is ready for an independent review, a reviewer will be identified. In no instance will a member of the project team that prepared the work product conduct the independent review. The project manager will provide a copy of the work product and a copy of all supporting documents, including scope of work, to the reviewer.

4.6.1 Review Schedule

Because the independent review may be extensive, it must be scheduled in advance to allow the reviewer to plan for it. The project manager will submit a project schedule to the director of quality assurance for each project. The schedule

will include the review period based on the complexity and length of the work product(s) to be reviewed. Sufficient time must be allocated for the reviewer to complete the review.

It is imperative that an independent review be scheduled at the beginning of a project of short duration (task periods of 3 months or less) so that reviews can be scheduled to meet the submittal date. On large projects of longer duration, the independent review will be scheduled in the early stages of project development.

4.6.2 Request for Independent Review

A request for an independent review will be made on the Request for Independent Review form (Figure 4-3). The project manager or project engineer will prepare the request for review and submit it to the director of quality assurance. The completed request form will be reviewed, and the suggested reviewer approved or modified, as necessary. The director of quality assurance will issue an Independent Review Record form (Figure 4-2), which will include the information on the request form and the name of the approved reviewer.

4.6.3 Review Records

When the independent review is completed, the reviewer must initial the original Independent Review Record form, indicate the review disposition, and return the form to the project team along with the document and review comments. A disposition of "No Exceptions Noted" (NEN) indicates the reviewer had no comment. A disposition of "Exceptions Noted" (EN) indicates the reviewer had only minor comments. If the first review disposition is NEN or EN, the initials of the reviewer are not required under "Final Approval."

A disposition of "Returned for Corrections" (RFC) indicates the reviewer had significant comments and concerns that must be addressed to the reviewer's satisfaction before the work product is released. If the initial review disposition is RFC, the initials of the reviewer must be shown under "Final Approval" to indicate that all concerns have been resolved to the reviewer's satisfaction.

(Copy of completed Discipline and Project Review Record form must be attached.)

REQUEST FOR INDEPENDENT REVIEW

Project No.: Phase No.: Task No.:	Requested by:	Date:
Client:		
Project: Phase: Task:		
Work Product:		
Project Manager:	Project Engineer:	
Description of Specific Items to be Reviewed:		
Date Scheduled for Review:	Date Scheduled to Complete Review:	

Independent Reviewer(s): (Project manager may list the name of a preferred reviewer. The Quality Assurance Manager will make the final determination of the independent reviewer.)	
Date Entered in Log:	Entered in Log By:

Fig 4-3 Request For Independent Review

After all review comments are resolved, the initialed original form will be sent to the project manager for signature, indicating that the document is ready for release. The project manager will complete the form by indicating the date transmitted to the client and the person transmitting the document. The completed form will be sent to the director of quality assurance for signature.

The director of quality assurance will sign the form and return it to the project manager. The completed original form will be placed in the project file. A copy will be retained by the director of quality assurance for the quality system records.

4.6.4 Review Procedures

The project manager will provide a copy of the work product(s) and all supporting documents, including scope of work, to the independent reviewer, who will thoroughly check the document. The independent reviewer will make comments on the work product or separate review comments sheets. The independent reviewer will return the review comments sheet(s) to the project manager for resolution of comments.

As comments are addressed, the project manager and/or originator(s) will indicate the action taken on the review comments sheet(s). Comments not incorporated will be identified as "not incorporated," and the differences will be resolved with the independent reviewer. When all comments have been addressed, the revised work product and the review comments sheet(s) will be resubmitted to the independent reviewer. This cycle will be repeated until the independent reviewer is satisfied that the work product is ready for issue. Comments or concerns that cannot be resolved by the independent reviewer and project manager will be resolved by the Halcrow Director of Quality Assurance or the Vice President of Quality Control.

The independent reviewer will initial the original Independent Review Record form, indicating that the work product meets review requirements and may be issued.

If a work product is revised after the review is completed, it must be reviewed again; but, only the revisions must be reviewed, unless major changes are made.

Revisions to work products that have been subjected to an independent review do not require another independent review; however, the project engineer, the initial reviewer, or project manager may request a complete review.

4.7 DOCUMENT REVIEW LEVELS

The review levels required for various types of project documents are summarized in Table 4-2 and described in the following subsections.

4.7.1 Project Planning Documents

Most planning documents, such as work plans, schedules, and project procedures, are developed by the project manager and/or the project engineer, or under their direct supervision. Therefore, a discipline review is not required unless the project manager requests it. However, these documents will be subject to both a project and an independent review.

4.7.2 Design Memoranda

Design memoranda represent the efforts of several disciplines and set many design parameters for the project. A thorough review of design memoranda is warranted. The memoranda will receive a discipline review in each discipline that participated in preparing the document, a project review, and an independent review.

4.7.3 Calculations

Because calculations are not routinely issued with a document, errors could go undetected if a detailed quality assurance review is not performed. Because subsequent work is based on these calculations, it is imperative that the calculations be checked. Therefore, a discipline review will be performed concurrently with the development of subsequent documents. This review will include verifying data, examining assumptions and calculation methods, and checking mathematical accuracy. Input data to computer calculations will be reviewed, and the reviewer will verify that the computer program used is accepted by the director of quality assurance, as stated in Subsection 4.9.1. Calculation reviews must be completed before the documents utilizing the calculation results are submitted for review. The independent reviewer may also request to see calculations as part of the independent review. In addition, the project reviewer must check to insure that all

calculations are properly organized, complete, easy to follow, and consistent with the drawings and specifications.

**Table 4-2
Review Requirements for Project Deliverables**

Document	Discipline Review	Project Review	Independent Review
Project Planning Documents	O	R	R
Design Memoranda	R	R	R
Calculations	R	R	O
Drawings, Specifications & Cost Estimates			
• Preliminary (prior to 60%)	R	R	O
• Final (60% - Bid Docs.	R	R	R
Permit Application		R	
Subcontractor Documents	O	R	O
Shop Drawings	R	R	
As-Built Documents	O	R	
Field Data	O	R	O
Laboratory Data		R	O
Reports			
• Initial	O	R	R
• Final	O	R	O
• Client's Revision		R	
Correspondence	O	R	

Note: R = Required
O = Optional

After all review comments have been resolved, the reviewer will initial and date each page of the calculations in the "checked by" box in the upper right corner of the calculation sheets.

Calculations that are revised after a review has been performed will be clearly marked. Information to be changed will be marked out (not erased), and the revised information will be added. Voided information or pages will be marked "void." The revised calculations will receive the same review as the original calculations, and the person changing the calculations must sign and date them.

4.7.4 Drawings and Specifications

Drawings and specifications, initially issued as preliminary work products to describe the design concept, must provide enough detail to show how the design relates to other parts of the project. Therefore, it is important that these work products conform to the appropriate standards and accurately reflect the originator's intent. In the preliminary stage, they will be subject to discipline reviews. Standard specifications, standard details, or other standard documents that are to become part of the drawings or specifications without revision will be reviewed for applicability. Standard specifications, standard details, or other standard documents that have been revised or have new information will be thoroughly reviewed. Calculations supporting the document will be reviewed and checked to ensure that the information was properly applied.

After the discipline reviews have been completed and the individuals who developed the work product and the reviewer have signed the work product, it will be submitted to the project manager or project engineer for a project review. An independent review will not be required at this time unless requested by the client, the project manager, or the director of quality assurance. Before drawings or specifications are issued as final, they will be subject to all appropriate discipline and project reviews. They will also receive an independent review, and after all the reviews are completed, they will be stamped with the appropriate seal and signed, if required.

4.7.5 Consultant and Subcontractor Documents

When consultants or subcontractors perform work for Halcrow, the client views their performance as part of Halcrow's performance; therefore, it is necessary for Halcrow to review their work.

Documents that consultants or subcontractors prepare for Halcrow will receive a project review and an independent review, if deemed necessary by the project team, to assess their applicability to the project. A Discipline Project Review Record form and an Independent Review Record form, if applicable, will be completed for these reviews. Project management will request assistance from the appropriate department or regional resource manager, as needed, and that department or discipline can perform the project review with the approval of the director of quality assurance. Detailed checks of a consultant's or a subcontractor's work are not required unless the client or the project manager specifically requests them.

When an agreement with a consultant or subcontractor requires that they submit a QA/QC plan, that plan will be submitted to the director of quality assurance or his designee for approval before any contractor documents can be approved.

4.7.6 Shop Drawings

Shop drawing reviews are a form of quality control that Halcrow exercises over manufacturers, vendors, and contractors. Discipline reviews will be performed to determine compliance with specified requirements. Shop drawing submittals with comments will be returned to the originator. When revised copies have been received, the reviewer will check the revised issue against the previous comments to verify that all comments were adequately handled. Copies of the document as submitted and the reviewer's comments will be maintained in the project files until project closeout. The project staff will maintain a status record of approvals to verify that the supplier revises all drawings and returns them for Halcrow review as appropriate. At closeout, only the final shop drawing will be maintained in the project files.

Copies of approved shop drawings will be sent to the client and field personnel responsible for ensuring that only approved materials and equipment are incorporated into the work.

Proprietary designs or a supplier's standard designs, such as pre-engineered building designs, etc. will not be checked in detail unless the project manager or the client specifically requests it.

The project team shall also check shop drawings to insure that they are consistent with the latest set of Contract Documents, and that they incorporate any changes which may not be reflected on the Drawings.

4.7.7 "As-Built" Documents

When field revisions must be incorporated into design documents, they will be subject to project reviews before implementation and approval, just as any other design document revision. At the request of the project manager or the client, the field revisions will be shown on "as-built" drawings after the project has been completed.

4.7.8 Field Data

The project manager will request a site manager to supervise the fieldwork and provide quality control of these activities. The site manager will document quality control activities by keeping field logbooks. The field logbook will be a step-by-step account of field activities and include information necessary to reconstruct site operations. If the project is large enough to warrant the use of weekly summary sheets documenting the past week's activities, these summary sheets will also become part of the permanent site project file. The field logbooks, field data sheets, and weekly summary sheets will be the quality control mechanisms by which all field data-gathering activities are documented and verified.

4.7.9 Laboratory Data

The ultimate responsibility for the quality control of laboratory data rests with the project manager. The laboratory must have a quality assurance plan of its own, which Halcrow will review for adequacy before contracting its services.

All reports from a laboratory will be reviewed to verify that the data are consistent with project requirements, the laboratory has reported the results in proper units, and the data are in compliance with applicable protocol. The project manager will spot-check the data or perform a full validation of all data.

4.7.10 Reports

The term "report" means those documents intended to record the results of work or to present conclusions or recommendations based on data collection and evaluation. Examples are feasibility study reports, inspection and evaluation reports, technical memoranda, and letter reports. In relation to quality control, documents such as trip reports and progress reports, although they may be lengthy, are not subject to independent review unless specifically requested by the project manager or the director of quality assurance.

Because a client may accept a report that was issued as a draft, it is important that each issue meet the quality standards that are normally applicable only to final documents. Therefore, reports will be subject to quality control reviews at each issue.

Because conclusions and recommendations presented in a report are based on the evaluation of data collected, a project review will be performed for all reports. Calculations based on data collected will be checked in detail. Conclusions and recommendations will be reviewed to ensure that they reasonably represent the results of evaluations of data collected and agree with appropriate calculations.

Discipline reviews (if requested by the project manager), a project review, and an independent review will be performed on the initial issue. If comments on that issue are received from an outside source, such as the client, and those comments, with no other changes, are incorporated into the document, the report may be reissued without another independent review. A project review will be required in any case. Subsequent issues, incorporating additions to the report or other revisions not resulting directly from comments, will be reviewed in the same manner as the original issue. If comments result in major revisions to a report, another independent review will be performed before reissue.

4.7.11 Correspondence

Normal project correspondence, such as memoranda, telephone memoranda, meeting notes, progress reports, and trip reports, are not subject to formal reviews, although the project manager and project engineer are responsible for their content. All minutes of meetings, with clients, subconsultants, and subcontractors, as well important in-house meetings shall be issued in draft format by the project manager, to all parties for comment, before finalizing, to insure that follow-up action steps are agreed upon by all parties. A project review will be performed on project correspondence. All correspondence with conclusions or recommendations will require a discipline review.

4.7.12 Abstracts, Technical Papers, Articles, and Speeches

All Halcrow employees are encouraged to prepare and present technical papers, articles, and speeches in areas of technical competence as a means of projecting the firm's professional qualifications. In doing so, all abstracts, technical papers, articles, and speeches shall be reviewed and approved by the Halcrow director of quality assurance before submittal or release. Authors must submit a copy of the document to the regional resource manager for review and approval. The regional resource manager will forward those documents meeting regional approval to the director of quality assurance. The director of quality assurance will review each document for conformance with company policy, appropriateness of intended audience, and applicability. Participation in panel sessions, conferences, or similar activities will also be cleared through the regional resource manager and the Halcrow director of quality assurance.

4.8 DISPOSITION OF REVIEW RECORDS

All internal review comments on Halcrow documents and Halcrow's comments on consultant and subcontractor documents will be discarded after each issue of the document has been submitted. All quality control records and client or agency review comments will be retained in the permanent project records.

4.9 HALCROW STANDARDS

HALCROW standards include computer programs, standard practices, technical policies and procedures, and standard specifications. Because these are usually developed for general use throughout the company rather than for a specific project, a project review is not applicable. The quality control review processes for these are described in the following sections.

4.9.1 Computer Programs

All computer programs will be verified before being released for use. Purchased programs, regardless of their general acceptance by industry or government, will be tested in the same manner as those written by Halcrow staff. Only computer programs provided by the client for use specifically on that client's project are exempt from verification testing.

4.9.2 Standard Practices and Standard Specifications

Standard practices and standard specifications will receive a discipline review and an independent review. A project review will not be required.

After approval, each reviewer will initial the original document rather than a review record form. The initialed original will be sent to the director of quality assurance for approval. The director of quality assurance will add the standard to the list of approved standards and file and retain the original document. No further review of these documents will be required for their subsequent use. Revised design details or specifications will be subject to the same reviews as new documents. Nevertheless, it should be emphasized that all standards should be treated as guidelines, and it is the responsibility of the discipline engineer and project team to review and modify them for applicability to the specific project.

4.9.3 Technical Procedures

Technical procedures will be subject to the same reviews as standard design details and specifications.

5. QUALITY ASSURANCE AUDITS

The director of quality assurance periodically conducts audits and field reviews to verify that quality assurance procedures are being consistently and correctly applied, and that, when correctly applied, they are effective. The following four types of audits and the field review are described in this section.

- Performance audits
- System audits
- Client audits
- Consultant or subcontractor quality assurance activity audits

5.1 PERFORMANCE AUDITS

Performance audits are conducted to determine whether the QA Plan is being consistently and correctly applied. A performance audit may be conducted as a result of client requirements, a request from the project manager, or at the discretion of the director of quality assurance or the Vice President of Quality Control.

The director of quality assurance will determine the extent of the performance audit, which may be conducted at any time during project execution or after project completion.

The audit will consist of a review of QA/QC documents relating to a project or portion of a project by the director of quality assurance or his designee to ensure compliance in the following areas:

- Each work product was checked according to the Halcrow QA Plan or project specific quality assurance plan, whichever is appropriate.
- The person reviewing each work product meets the qualifications for that function.
- All documentation was completed and filed as directed in the QA Plan.
- The necessary approvals were obtained before the work products were released to the client.

At the completion of a performance audit, an audit report will be sent to the Vice President of Quality Control and the appropriate project manager. This report will describe the audit and note discrepancies. If corrective action is warranted, the audit report will request that the project manager submit a corrective action plan.

5.2 SYSTEM AUDITS

A system audit evaluates the effectiveness of Halcrow procedures, including the QA/QC procedures.

Management may initiate system audits at a client's request, if reports of unsatisfactory work are received, if organizational changes indicate a need to reevaluate procedures, or as a routine matter. For example, if performance audits show that procedures are being followed but unsatisfactory work is being issued, a system audit of the QA/QC procedures might be performed. If QA/QC functions identify problems before documents are issued, the procedures used to develop these documents might be audited.

System audits can also be performed to evaluate the QA/QC manpower requirements and time restraints created by QA/QC functions.

The director of quality assurance will define the purpose and scope of system audits for each audit, and then send copies to each project manager and regional resource manager involved. Following the audit, a report stating the results of the audit and recommendations for revising procedures (if warranted) will be sent to the Vice President of Quality Control.

5.3 CLIENT AUDITS

Clients may choose to perform QA/QC audits of work Halcrow performs for them. When a client announces its intention to perform QA/QC audits, the project manager should ascertain when the audits will be performed and what documents the client will review. The project manager will inform the director of quality assurance of the client's requirements and make all necessary information available to the client.

The project manager or a designee will accompany the client during the review of QA/QC documents and prepare a report for the director of quality assurance stating his

observations. He will attach a copy of the client's audit report, if available. The director of quality assurance will prepare a report for the Vice President of Quality Control and will recommend what action (if any) is required to satisfy the client. A copy of this report will be sent to the project manager.

5.4 CONSULTANT OR SUBCONTRACTOR QUALITY ASSURANCE ACTIVITY AUDITS

In some instances, agreements with consultants or subcontractors will require them to submit their QA/QC plans to Halcrow. These agreements may also stipulate that Halcrow may, at its discretion, audit the consultant's or subcontractor's QA/QC activities.

When an audit is to be performed, the project manager will notify the consultant or subcontractor of the audit two (2) weeks before it begins. The project manager will make arrangements and develop procedures for conducting the audit and submit the procedures to the director of quality assurance for approval. The director of quality assurance or his designee will conduct the audit.

6. CORRECTIVE ACTION

The correction of non-conformances discovered by quality assurance activities is the final step in achieving acceptable quality. It is the responsibility of the director of quality assurance to ensure the following actions occur:

- Corrective action plan is in place or is developed
- Appropriate person is notified when non-conformances are discovered
- Corrective action is taken
- Both the non-conformance and corrective action are documented

6.1 QUALITY CONTROL REVIEWS

The review of work products before they are used or issued is a routine quality control function, and the correction of errors or omissions is part of the work's development. When a review has been completed, comments will be returned to the originator of the work, who will incorporate the changes or justify the original work to the reviewer. The revised work will then be reviewed, and the reviewer will sign and date the appropriate review record form.

No record of the corrective action beyond the signing of the review records is required for this corrective action.

6.2 PERFORMANCE AUDITS

Non-conformances discovered as a result of a performance audit will be reported to the project manager. If requested by the director of quality assurance, the project manager will prepare a corrective action plan and submit it to the director of quality assurance for approval. Upon approval, the project manager will implement the plan and notify the director of quality assurance when corrective action is completed. The project manager will submit monthly status reports to the director of quality assurance on the status of the action.

An audit of the corrective measures may be performed at the discretion of the director of quality assurance.

6.3 SYSTEM AUDITS

System audits are performed to evaluate the effectiveness of the company's systems and procedures; therefore, corrective action is a Halcrow responsibility, not a project responsibility.

After preparing the audit report, the director of quality assurance will decide what corrective action is to be taken and designate a system manager to be responsible for the action. The system manager will develop a corrective action plan, including a schedule and manpower requirements, and provide the director of quality assurance with a copy. The system manager, under the direction of the director of quality assurance, will then revise the system or procedure in question.

While revisions are in progress, the system manager will provide monthly status reports to the director of quality assurance. When corrective action is completed and the new system or procedure is in use, the system manager will notify the director of quality assurance. A quality assurance audit of the new system or procedure may be performed at the discretion of the director of quality assurance.

6.4 CLIENT AUDITS

Non-conformances reported by the client as a result of his audit might be either a performance problem or a system problem, and the client must agree to corrective action according to the contract.

The Halcrow project manager usually receives an audit report from a client, which may be in any form, including oral. The project manager will discuss the report with the client and make his own report to accompany the client's report. This report will be sent to the director of quality assurance, who will determine whether any non-conformances noted in the report are performance problems, system problems, or both. The project manager will then request a corrective action plan from the appropriate party, as described in Sections 6.2 and 6.3.

The project manager must approve the corrective action plan before it is presented to the director of quality assurance, regardless of whether the non-conformances are performance problems or system problems. The project manager is responsible for obtaining client acceptance of the plan.

Corrective action taken in response to a client report of a system or procedure problem does not necessarily involve other projects. At the discretion of the director of quality assurance, the corrective action may be used on the client's project only.

If, during a client audit, the client finds errors in project documents that were not detected by Halcrow quality control checks, resolution of the errors may be handled within the project team without a formal corrective action plan or approval from the director of quality assurance. However, the client's report must still be sent to the director of quality assurance, with a letter from the project manager stating that resolution will be a project matter. When corrective action is complete, the project manager will notify the director of quality assurance.

6.5 CONSULTANT OR SUBCONTRACTOR QUALITY ASSURANCE/QUALITY CONTROL ACTIVITY AUDITS

When audits of consultant or subcontractor QA/QC activities reveal non-conformances in performance or procedures, the Halcrow project manager will request a corrective action plan from the consultant or subcontractor. When the project manager receives the plan, he or she will forward it to the director of quality assurance. The project manager will notify the director of quality assurance when the corrective action is completed.

6.6 CORRECTIVE ACTION PLANS

Corrective action plans will be submitted to the director of quality assurance for approval before any action is authorized. The plan must include the following information:

- Date
- Number of audit that prompted corrective action
- Project or program number (if applicable)
- Name of the individual responsible for implementation of the plan
- Expected duration of corrective action
- Manpower budget
- Description of the proposed action

7. REPORTING

A primary feature of effective quality assurance is reporting the results of quality assurance activities. Reports might be prepared by clients, subcontractors, project managers, auditors, or the director of quality assurance. The director of quality assurance accumulates all QA/QC reports and generates summaries for management use.

7.1 AUDIT REPORTS

When a Halcrow staff member performs an audit, that person must prepare an audit report. The report will include the following information:

- Purpose of the audit
- Date audit began and ended
- Name of auditor
- Description and proposed date of issue of documents audited
- Name and department of originator of work
- Description of discrepancies or problems noted
- Auditor's recommendations regarding corrective action
- Project number (if applicable)
- Name of project manager (if applicable)

All QA/QC audits, regardless of origin, will be sent to the director of quality assurance, who will assign a unique audit number to each one and distribute the audit report to the audited group and project manager.

7.2 CORRECTIVE ACTION STATUS REPORT

After a corrective action plan has been approved, the individual responsible for implementing the action will prepare a Corrective Action Status Report on the 15th of each month until the corrective action is completed. At that time, he or she will file a final status report. Each status report will include the following items:

- Date
- Audit number

- Project name and number
- Name of the individual responsible for correction action
- Description of action taken and progress made
- Estimate of percent completed

7.3 SUMMARY OF AUDITS

The director of quality assurance will periodically prepare an audit summary report to the Vice President of Quality Control that lists the quality assurance audits performed since the last report and all audits for which corrective action is pending. The report will include the following items:

- Audit number
- Date of audit report
- Project name and number
- System, procedure, or documents audited
- Reason for audit
- Brief description of audit
- Brief statement of results, including requirements for corrective action

7.4 SUMMARY OF CORRECTIVE ACTION

The director of quality assurance will periodically prepare a corrective action summary report to the Vice President of Quality Control that lists the audits initiated in the previous quarter and the status of corrective action. Each entry will continue to be listed until corrective action is completed. The summary report will include the following information about each corrective action listed:

- Audit number
- Date of audit report
- Brief description of need for correction action
- Date of corrective action plan
- Scheduled corrective action completion date
- Brief description of action completed

8. QUALITY ASSURANCE PLAN CONTROL

Just as it is necessary to control the quality of the work performed for clients with this QA Plan, it is necessary to control the content and use of this manual. Revisions, which will occasionally be necessary, must be controlled. Use of the QA Plan is controlled through the distribution of copies.

8.1 PLAN MAINTENANCE

Revisions to this manual are controlled by the Vice President of Quality Control of Halcrow, who must authorize and approve all revisions.

Project managers, regional resource managers, or other staff members may propose revisions by memorandum to the Halcrow Director of Quality Assurance. The memorandum must define the need for a revision and include a description of the proposed revision. The director of quality assurance will review the proposal and determine the necessity of the change.

When revisions are necessary, the director of quality assurance will make all revisions and assemble a review copy, clearly marking each revision. The date on the footer must be changed whenever the plan is revised. The director of quality assurance will transmit this copy to the Vice President of Quality Control with a memorandum stating the reasons revisions are required and describing the proposed revisions.

After any comments and changes are incorporated into the document, the Vice President of Quality Control will acknowledge his approval of the revised plan and direct the director of quality assurance to distribute the revised pages (or entire plan if necessary) in accordance with the procedures outlined in Section 8.2 below.

8.2 QUALITY ASSURANCE PLAN DISTRIBUTION

The director of quality assurance is responsible for affecting the posting of the QA Plan in each office where it is accessible by all Halcrow staff members. Only the director of quality assurance or his designee shall be authorized to change or delete the QA Plan or other Halcrow quality system documents posted on the intranet. Staff members may print portions of these documents for their immediate use, but such hard copies shall be valid only for the day it was printed, after which the hard copy will

BUSINESS AND FINANCIAL SUMMARY

Attach all documentation listed on Page 7 of the RFP.

1. List the governmental agencies and private institutions for which your firm has provided harbor engineering services during the last five years. (At least 5 years' experience in the field must be demonstrated.)

Start of Contract	End of Contract	Name of client	Address of client	Contact person	Phone number	Description of Services
2007	Ongoing	Port of Hueneme	333 Ponomo St Port Hueneme, CA 93041	Chris Berkelo	(805) 479-5760	Wharf repairs for damages caused by falling cargo
2007	Ongoing	Los Angeles County Dept. of Public Works	900 S. Fremont Ave. Alhambra, CA 91803	Crystal Munson	(626) 300-2350	On-Call Inspection & maintenance of Marina Del Rey Seawall & cathodic protection system
2004	2005	Port of San Diego	3165 Pacific Hwy. San Diego, CA 92101	Cesar Romero	(619) 686-6298	Condition inspection and design of repairs for the Imperial Beach Fishing Pier
2004	2007	County of Orange	300 N. Flower St. Santa Ana, CA 92703	Susan Brodeur	(714) 834-5486	Under On-Call coastal engineering. Prepared water quality grant applications.
2007	Ongoing	Port of Los Angeles	425 S. Palos Verdes St. San Pedro, CA 90731	Angel Lim	(310) 732-3614	Berth 238-239 evaluation & seismic strengthening
2004	2005	ENVIRON	707 Wilshire Blvd. Los Angeles, CA 90017	Joseph Hower	(213) 943-6849	Infrastructure Design for cold ironing study at the Port of Long Beach
2001	Ongoing	Port of Richmond	1411 Harbor Way South Richmond, CA 94804	Norman Chan	(510) 215-4600	Coastal Engineering studies to determine the cause of wave agitation in marina
2003	2008	Los Angeles County Dept of Beaches & Harbors	13483 Fiji Way Marina Del Rey, CA 90292	Charlotte Miyamoto	(310) 305-9533	On-Call Harbor Engineering Services

** Representative List. Over 30 years of marine engineering experience in North America available upon request. See Key Project details at end of this section.

2. How many full-time workers does your firm employ?

300

3. Attach an organizational chart or describe the organization of your firm: Organization Chart attached.

4. Attach copies of financial statements (balance and income statements) for the last full fiscal year and any partial year through at least December 31, 2002. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements

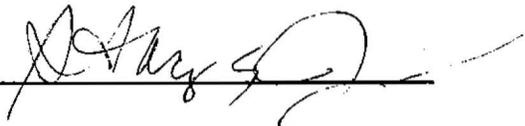
5. Credit references. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact person	Phone number
Ford Graphics	6435 Daisy Ave. Long Beach, CA 90813	Printer	Pat Clooney	(562) 436-9761
Toshiba America	P.O. Box 3083 Cedar Rapids, IA 52406	Copier Leasing & Maintenance	Credit Department	(888) 652-2279
Lindy Office Products	1247 W. Grove Ave. Orange, CA 92865	Office Supplies	Eva Garcia	(714) 921-5600
KETIV Technologies	2301 E. Chapman St., #270 Fullerton, CA 92831	Software Reseller	Terry Anderack	(714) 680-6744

Note: Some of these accounts are still under our former names of: Han-Padron Associates or HPA, Inc.

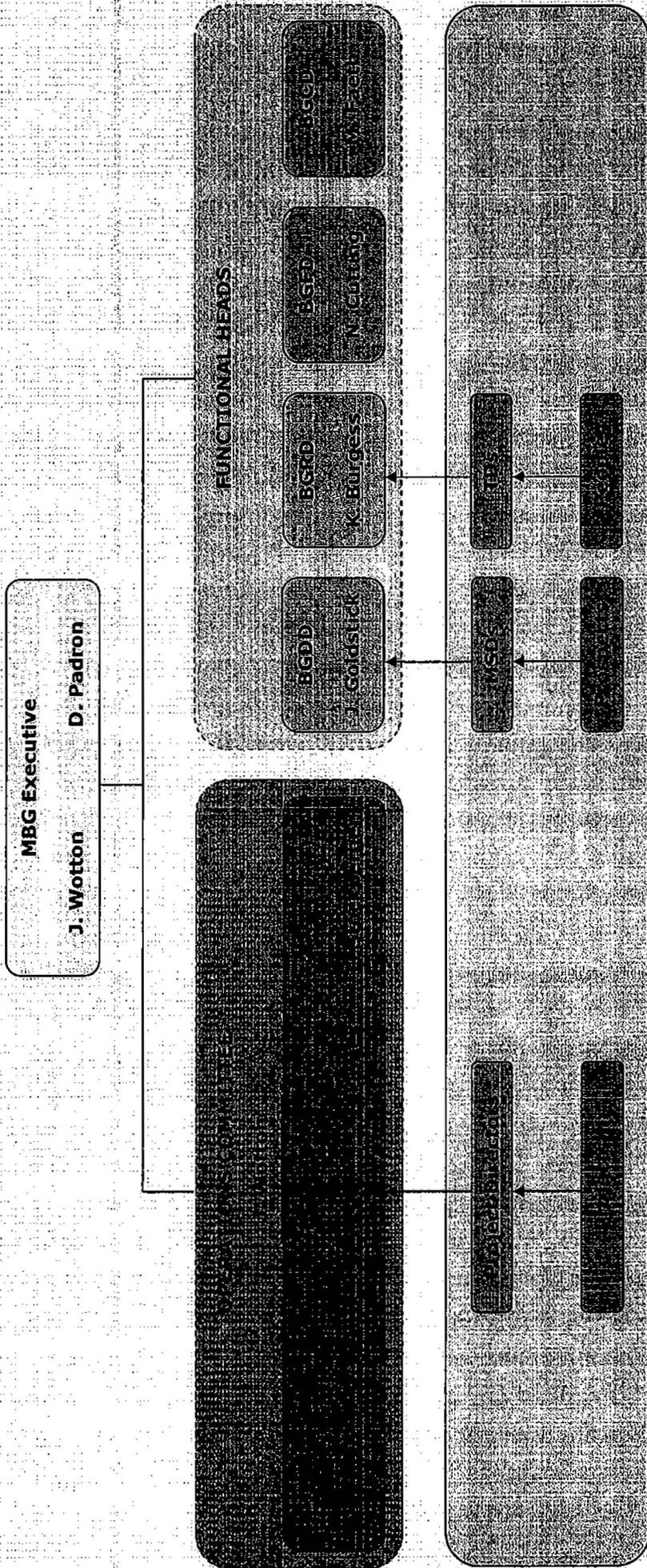
6. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 3.9 of the Contract.

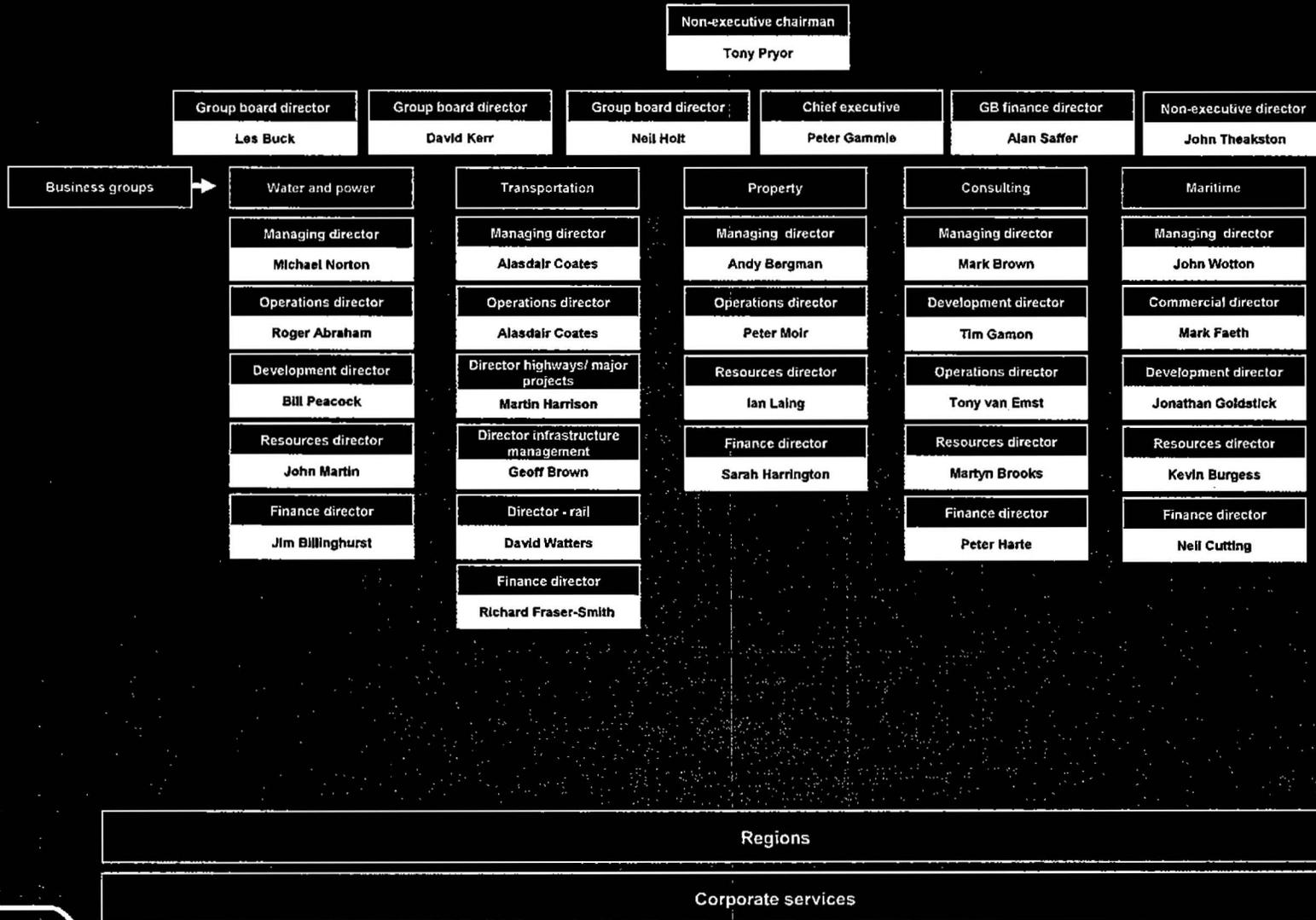
7. ADDITIONAL INFORMATION (Attach additional pages if necessary):

Signature: 



Maritime Business Group





County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Halcrow, Inc.

- I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.
- I AM
- As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 14286301

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify) _____

Total Number of Employees (including owners): 189*

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					5	6
Hispanic/Latino					6	9
Asian or Pacific Islander					21	7
American Indian						
Filipino						
White			17	3	82	33

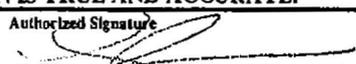
III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	Halcrow, Inc. is a wholly owned subsidiary of Halcrow Group Limited. Halcrow Group Limited is privately owned by Halcrow Trust and employees. Race/Ethnic composition for this ownership is not available.					
Women						

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
 If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name Nancy Cunningham	Authorized Signature 	Title Office Manager	Date 3/26/08
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*Halcrow, Inc. merged with HPA, Inc. January 2008. Total number of employees reported above is based on HPA, Inc.'s 2007 Employer Information Report. 2008 Employer Information Report will include total number of employees (approximately 300) resulting from the January 2008 merger.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name:	Halcrow, Inc.		
Company Address:	6700 E. Pacific Coast Highway, Suite 180		
City:	Long Beach	State:	CA Zip Code: 90803
Telephone Number:	(562) 493-8300		
Solicitation For (Type of Services):	Engineering Consulting		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

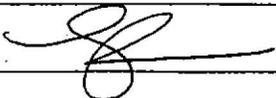
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Nancy Cunningham	Title:	Office Manager
Signature:		Date:	March 26, 2008

CHARITABLE CONTRIBUTIONS CERTIFICATION

Halcrow, Inc.

Company Name

6700 E. Pacific Coast Highway, Suite 180, Long Beach, CA 90803

Address

20-1900891

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

03/26/2008

Date

Nancy Cunningham, Office Manager

Name and Title of Signer (please print)